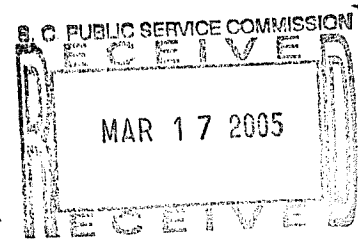


BEFORE THE SOUTH CAROLINA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro Access Transmission)
Services, LLC for Arbitration of Certain Terms)
and Conditions of Proposed Agreement with)
Farmers Telephone Cooperative, Inc., Home)
Telephone Co., Inc., PBT Telecom, Inc., and)
Hargray Telephone Company, Concerning)
Interconnection and Resale under the)
Telecommunications Act of 1996)

Docket No.

2005-67-C



**PETITION OF MCIMETRO ACCESS TRANSMISSION SERVICES, LLC
FOR ARBITRATION WITH FARMERS TELEPHONE COOPERATIVE, INC.,
HARGRAY TELEPHONE COMPANY, HOME TELEPHONE CO., INC.,
AND PBT TELECOM, INC., UNDER THE
TELECOMMUNICATIONS ACT OF 1996**

MCImetro Access Transmission Services, LLC ("MCI") hereby petitions the South Carolina Public Service Commission ("Commission") to arbitrate, pursuant to Section 252(b) of the Telecommunications Act of 1996 ("Act") and other law, certain terms and conditions of proposed agreements between MCI and Farmers Telephone Cooperative, Inc., Hargray Telephone Company, Home Telephone Co., Inc., and PBT Telecom, Inc. (collectively, "the ILECs" or "ITCs").

PARTIES

1. Petitioner's MCI's full name and its official business address for its South Carolina operations are as follows:

MCImetro Access Transmission Services, LLC
Six Concourse Parkway
Suite 600
Atlanta, Georgia 30328

MCI is a Delaware limited liability company with its principal place of business at 22001 Loudoun Parkway, Ashburn, Virginia 20147. MCI has a Certificate of Authority issued by the Commission that authorizes MCI to provide local exchange service in South Carolina. MCI is a “telecommunications carrier” and “local exchange carrier” under the Act.

2. The names and addresses of MCI’s representatives in this proceeding are as follows:

Darra W. Cothran, Esquire
Warren Herndon, Esquire
Woodward, Cothran & Herndon
Post Office Box 12399
Columbia, South Carolina 29211
Phone (803) 799-9772
Fax (803) 799-3256
dwcotthran@wchlax.com

and

Kennard B. Woods, Esq.
MCI Law and Public Policy
Six Concourse Parkway
Suite 600
Atlanta, Georgia 30328
Phone (770) 284-5497
Fax (770) 284-5488
ken.woods@mci.com

3. Each of the ILECs is a corporation organized and formed under the laws of the State of South Carolina. The business address for each ILEC, according to the South Carolina Secretary of State’s office, is located as follows:

Farmers Telephone Cooperative, Inc.: Registered Agent: J.L. McDaniel,
1101 E. Main Street, Kingstree, South Carolina 29556;

Hargray Telephone Company, Inc.: Registered Agent: L.E. Harney,
Hardeeville, South Carolina;

Home Telephone Company, Inc.: Registered Agent: Robert L. Helmby,
322 Main, Moncks Corner, South Carolina;

PBT Telecom, Inc.: Registered Agent: L. Stephen Coffield, 330 E. Black
Street, Rock Hill, South Carolina, 29730-9414.

4. Each of the ILECs provides local exchange, toll (sometimes through affiliates) and other services within its franchised areas in South Carolina. Each ILEC is an “incumbent local exchange carrier” (“ILEC”) under the terms of the Act.

5. The ILECs have negotiated collectively with MCI. A draft of the interconnection agreement (hereinafter, “the Agreement”) reflecting the parties’ negotiations to date is attached hereto as Exhibit C. Accordingly, and because the issues remaining between the parties apply to each ILEC, it is administratively efficient and economical for the Commission to hear these matters in a single docket. The ILECs have consented to the filing of a joint Petition by MCI, and the consents of those ILECs which so stated in writing are evidenced by Exhibit D. MCI intends to discuss with the ILECs the scheduling of the filing of testimony and discovery, as well as of the date for hearing of this Petition, and, if practicable, to jointly propose such scheduling to the Commission.

JURISDICTION

6. The Commission has jurisdiction over MCI’s Petition under the Act. Copies of the agreements with the ILECs memorializing the requests for negotiation of interconnection agreements in South Carolina are attached as Exhibit A. This Petition is timely filed.

NEGOTIATIONS

7. Negotiation of the interconnection agreements commenced on or about October 8, 2004. Negotiations have dealt with general terms and conditions, interconnection, ordering, number portability and other issues. The parties have been able to resolve a number of the issues raised during the negotiations, but several issues remain unresolved. The issues MCI wishes to arbitrate are addressed in the Statement of Unresolved Issues below and in the matrix attached hereto as Exhibit B. The “SC ITC Position” with respect to each issue identified in Exhibit B is as characterized by MCI.

8. In Exhibit C, agreed-upon language is shown in normal type, disputed language by the ILECs is shown as **bold** and disputed language proposed by MCI is shown as **bold, italicized** and **underlined**. In its Statement of Unresolved Issues and in Exhibit B, MCI has referenced certain, but not necessarily all, provisions in Exhibit C relating to each issue.

9. MCI requests the Commission to approve the Agreement between MCI and the ILECs reflecting (i) the agreed-upon language in Exhibit C and (ii) the resolution in this arbitration proceeding of the unresolved issues described below.

STATEMENT OF UNRESOLVED ISSUES

A. GENERAL TERMS AND CONDITIONS

ISSUE #1

Issue: Should the Agreement state that it is pursuant only to §§ 251 (a) and (b) and 252 of the Act? (GT & C, in the third “whereas” clause)

MCI position: No. Law other than these subsections covers the relationship between interconnecting carriers. MCI has proposed additional language that ensures that the ITCs’ asserted rural exemption rights are not prejudiced.

ILEC position: ITCs believe that only the noted subsections of section 251 apply to this agreement.

Disputed Language: WHEREAS, the Parties wish to interconnect their facilities and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to **Sections 251 (a) and (b), and 252** of the Telecommunications Act of 1996 (“the Act”). *ILEC asserts that it is exempt from the provisions of section 251(c) of the Act, and CLEC has not requested anything from ILEC pursuant to section 251(c). By entering into this Agreement, ILEC does not waive its right to assert that it is exempt from section 251(c), and CLEC does not waive its right to assert that 1) ILEC is not exempt from section 251(c), or 2) that if ILEC is exempt, its exemption should be terminated.* Purpose. The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under **Sections 251 (a) & (b), and 252** of the Act.

10. The triggering event for arbitration of an interconnection agreement is a request for negotiation pursuant to sections 251 and 252 of the Act. Under section 252 (e) (2), the Commission may reject a negotiated portion of the Agreement only if it discriminates against other telecommunications carriers, or is not consistent with the public interest. Thus negotiated provisions typically are broadly subject to federal and state law, as well as policies and interests that range outside the Act. As to the arbitrated sections of the Agreement, all of section 251 - not only section 251 (a) and (b) - applies. Other sections of the Communications Act of 1934, as amended, apply as well, such as the non-discrimination provisions of 47 U.S.C. section 202.

11. The ITCs appear to be claiming the rural exemption of section 251 (c). By stating that the Act applies to the Agreement, the exemption, even assuming it exists, is not affected. In any event, and without waiving its rights to contest application of the exemption, MCI has proposed the additional language highlighted above to allay the ITCs' concerns. Therefore, MCI's proposed language should be adopted.

ISSUE #2

Issue: How much time should the party receiving a default notice for non-payment have to cure the problem and how should it be notified? (GT& C, section 3.1.3, 26)

MCI position: Because the problem often may be non-receipt of a paper bill, MCI needs an emailed or faxed copy of the bill to accompany an emailed notice (since another letter may go to the wrong location again), and it needs 30 days to respond. Even with 30 days MCI would not be able to enter the paper bill in its audit systems, and would barely have time to gain approvals and processing of emergency payment.

ILEC position: ITCs believe 10 days written notice should be adequate time to respond to a written notice.

Disputed Language: Notwithstanding the above, ILEC may terminate this Agreement if CLEC is more than 30 days past due on any undisputed payment obligation under this Agreement; provided that ILEC notifies CLEC of such default and CLEC does not cure the default within thirty (30) days ten (10) days of receipt of written notice thereof. of receipt an emailed notice to person designated in contract to receive billing default notices with a copy of the bill attached or the time a copy of the bill would be separately faxed.

Billing Notices for nonpayment should be emailed along with copy of bill at issue (either emailed or faxed at same time as email) sent to:

Earl Hurter

Sr. Manager - Line Cost Management

312-260-3599
Fax: 312-470-5611
email: earl.hurter@mci.com

12. Given the volume of transactions between carriers generally, it is commercially reasonable for a thirty (30) day notice period. It is also reasonable and customary, given today's electronic media, for notices to be transmitted in other than mail delivery. Such alternative forms of transmissions ensure that notice will be received. The ITCs would not be prejudiced by MCI's language, which should be adopted.

ISSUE #3

Issue: Should companies be required to provide JIP information?
(GT& C, section 9.5)

MCI position: No. This is not a mandatory field. No other ILEC has asked that MCI provide this information, let alone on 90% of calls. The ATIS Network Interconnection Interoperability Forum is still working on rules for carriers choosing to populate this field for VOIP traffic and wireless carriers. The revised instructions for JIP for landline carriers was only released in December. MCI does not oppose putting "OR" as a condition of providing this or CPN on calls. But there is only a recognized industry standard to provide CPN currently.

ILEC position: SC ITCs believe this information is necessary to establish the jurisdiction of calls.

Disputed Language: The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard automatic message accounting records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company, including **the JIP and** originating

signaling information. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.

13. Calling Party Number (“CPN”) is the recognized industry standard for transmitting messaging regarding the jurisdictional origin of calls. The FCC has determined that interstate passage of CPN is in the public interest because, consistent with the statutory intent underlying Sections 1 and 7 of the Communications Act of 1934, as amended, it makes many new services and efficiencies possible. The FCC has also adopted a federal rule and model for the passing of CPN. See 47 C.F.R. Part 64. With CPN, information regarding the jurisdictional origin of calls is passed between carriers so that they may appropriately distinguish and rate calls for purposes, *inter alia*, of compensation (e.g., for reciprocal compensation or for access charges). MCI’s switches pass CPN to other carriers in accordance with industry standards.

14. “JIP” is an acronym for “jurisdiction information parameter.” JIP is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field is intended to designate the jurisdictional point of origin per call. Unlike CPN, JIP has not yet become an industry standard for transmitting messages between carriers. In December 2004 the ATIS Network Interconnection Interoperability Forum Committee, which provides an open forum for the discussion and resolution, on a voluntary basis, of industry-wide issues associated with telecommunications network interconnection and interoperability that involve network architecture, management, test and operations, published recommended rules for populating the

JIP for wireline carriers. There is still an open issue with the OBF Billing Committee regarding populating the JIP for a call originating or terminating on an IP network. There are differing views at the moment on how this should be populated. Hence, as the industry has recognized, JIP is optional and still developing.

15. Other ILECs have not insisted that MCI use JIP. The additional language proposed by the ITCs would require MCI to pay access charges if MCI does not provide JIP. MCI local switches are utilized much differently in the network than ILEC and independent telephone company switches. Like most CLECs, and unlike ILECs, MCI uses its local switch to cover multiple serving areas, which include crossing state lines and LATAs. Thus an MCI local switch is assigned one JIP NPA-NXX, regardless of where the call originated in the network. For example, the MCI switch in Raleigh, North Carolina, serves the Columbia, South Carolina area. With the language proposed by the ITCs, if the originating telephone number is in South Carolina, while the JIP is the Raleigh NPA-NXX, MCI could pay access charges even for those calls that are not toll. Such a result, when JIP is not yet the industry standard, would be unfair to MCI, and inappropriate with regard to the interconnecting carriers generally.

ISSUE #4

Issue: Should parties be required to keep providing service to one another during dispute resolution over payment for service?
(GT&C, Section 13.3.1)

MCI position: Yes. MCI believes that ITCs should not be able to disrupt service to customers during the pendency of a dispute over billing as this language would allow. The ITCs should be allowed to discontinue service only if MCI loses the dispute and payment is not being made. The ITCs can

petition the Commission to discontinue service and disrupt end users if MCI is viewed as abusing dispute process to not pay bills.

MCI believes that requiring escrow payments of disputed amounts is a burden it should not have to bear if the ILEC is wrongfully or inaccurately billing it. The dispute process can take a great deal of time in reaching a resolution and MCI cannot agree to pay monies out that it does not believe it owes.

ILEC position: ITCs would agree if MCI would pay into escrow account during dispute. But the ITC still believe they should be able to cut off service during a billing dispute.

Disputed Language: Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure (**other than a dispute related to payment for service**), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

16. It is industry practice, and expected by the Commission, that carriers not disconnect or refuse services to end users for non-payment of disputed charges. Certainly no less should be expected of the ITCs with regard to disputes that may arise regarding the billing of services under the Agreement. The Commission serves as a forum for resolution of disputes arising under interconnection agreements, and there should be an orderly process for resolving disputes, rather than a resort to self-help that, as here, would have dire consequences for South Carolina consumers and businesses. MCI believes that requiring escrow payments of disputed amounts is a burden it should not have to bear if the ILEC is wrongfully or inaccurately billing it. The dispute process can take a great deal of time in reaching a resolution, and MCI cannot agree to pay monies out that it does not believe it owes even to an escrow account.

ISSUE #5

- Issue:** Should the parties' liability to each other be limited, and should they indemnify each other for certain claims? (GT&C, sections 22.2-22.4)
- MCI position:** No. Neither party should escape liability for wrongs it commits in the eyes of the law.
- ILEC position:** Yes. Such limitation of liability should be for their customer's actions, for their own intentional torts, and for their own gross negligence and willful misconduct..
- Disputed Language:** All of sections 22.2-22.4

17. Statutory and common law allows parties the right to recover damages if they are the victims of wrongs – either from torts or from breaches of contract. The parties should not be required by this Commission to abandon those rights. If either party commits a wrong for which a remedy is recognized in the law, that party should not be able to escape liability by hiding behind this Agreement. The limitations of liability proposed by the ITCs would include indemnification by a party for its customers' intentional torts, and would require a party to hold the other party harmless for the gross negligence and willful misconduct of that party. Such provisions are against public policy. Moreover, neither party to the Agreement has any ownership or control over the actions of end users. Also, the effects of the indemnifications urged by the ITCs are not liquidated and are hence uncertain as to amount, and would be borne, ultimately, by the customer bases of the contracting carriers. Therefore, the language proposed by the ITCs should not be adopted.

ISSUE #6

- Issue:** Should End User Customer be defined as only customers directly served by the Parties to the contract? (GT&C, Glossary, section 2.19)
- MCI position:** No. End User Customers may be directly or indirectly served. The Act expressly permits either direct or indirect service. (See Issue No. 10 (a)).
- ILEC position:** MCI must be providing service directly to End Users physically located in the LATA. No law says ITCs cannot limit interconnection agreements to non-wholesale arrangements. (See Issue No. 10 (b)).
- Disputed Language:** A retail business or residential end-user subscriber to Telephone Exchange Service provided directly or indirectly by either of the Parties.

18. The ILECs propose to define “End user customer” as “(a) retail business or residential end-user subscriber to Telephone Exchange Service provided directly by either of the Parties.” MCI proposes to add the phrase “or indirectly” after “provided directly.” 47 U.S.C. section 153 (47) defines “telephone exchange service” broadly, and contains no limitations as to how such service may be provided. Section 251 (a) of the Act requires each telecommunications carrier to interconnect with other carriers “directly or indirectly.” Hence “indirect” service to customers is expressly recognized under the Act. Also, the Act requires both parties to the Agreement to allow resale, and thus the parties may serve customers through resale arrangements. Indeed, the same “directly or indirectly” language is used in section 2.22 of the ITCs’ model contract for defining interexchange customers.

ISSUE #7

Issue: Does the contract need a definition of Internet Protocol Connection? (GT&C, Glossary, section 2.28)

MCI position: No. MCI is proposing to eliminate the VoIP discussions in the interconnection attachment that reference this definition developed by the ITCs and not from any FCC order or industry standards document.

ILEC position: Yes. This definition is needed as ITCs want to retain VoIP language and this describes where they believe the ISP traffic is originated and terminated.

Disputed Language: INTERNET PROTOCOL CONNECTION (IPC).

The IPC is the connection between the ISP and the customer where end user information is originated or terminated utilizing internet protocol.

19. The definition proposed by the ITCs is not necessary. The telecommunications services MCI is providing will use the public switched network and, as discussed below with regard to Issue No. 8, MCI intends to pay either reciprocal compensation when the traffic is out of balance or access charges based on the physical location of the caller and called party. Except for the ISP-bound traffic, which as discussed with reference to Issue No. 8 is subject to the rulings of the FCC, MCI has not proposed any different treatment for any other kind of traffic. Hence the language related to VoIP is unnecessary.

20. Moreover, as is apparent with regard to the similar language proposed by the ITCs in this arbitration involving VoIP, the effect of the ITCs' language is to contend that MCI may not carry VoIP even if it is willing to compensate the ITCs in accordance with the Commission's virtual NXX rulings. Although previous rulings by the FCC indicate that some services generically referred to as VoIP are or will be subject to separate intercarrier compensation

arrangements, MCI is not seeking such separate arrangements at this time. It also appears as though the ITCs do not seek separate compensation arrangements. Because no separate arrangements are necessary for rating or routing of VoIP traffic, and the ITCs' proposed language would serve only to create greater complexity to the Agreement than is merited, there is no reason to define it, count it, segregate it, or treat it differently from other traffic in any other manner in this agreement.

ISSUE #8

Issue: Is ISP traffic in the Commission's or FCC's jurisdiction in terms of determining compensation when FX or virtual NXX service is subscribed to by the ISP? (GT&C, Glossary, sections 2.27, 2.30 and 2.36)

MCI position: See Issue No. 10 (b). ISP traffic is in the FCC's jurisdiction and subject to reciprocal compensation treatment pursuant to its ISP Remand Order as amended by the CoreCom decision. The Texas PUC recently clarified that its order applying access charges to CLEC FX traffic only applied to non-ISP traffic and that the FCC's ISP Remand order applies to ISP traffic. While MCI believes that it is discriminatory to allow ILECs to rate their FX and virtual NXX traffic as local when CLECs are not allowed to do the same, it will not litigate this issue, as concerns the ITCs, for non-ISP traffic in light of the Commission's previous decisions. However, MCI reserves the right to have its FX and virtual NXX services rated as local if the FCC preempts the subset of states that have inconsistent rulings on the rating of CLEC FX or virtual NXX services.

MCI Language: INTRALATA TRAFFIC Telecommunications traffic that originates and terminates in the same LATA, including but not limited to IntraLATA toll, ISP bound and Local/EAS. **ISP bound traffic will be rated based on the originating and terminating NPA-NXX.**

ISP-BOUND TRAFFIC

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) **that may be physically located in the Local/EAS area of the originating End User Customer or has purchased FX service from the CLEC. The FCC has jurisdiction over ISP traffic and sets the rules for compensation for such traffic**

LOCAL/EAS TRAFFIC

Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in ILEC's tariff. **ISP-bound traffic may be carried on local interconnection trunks but will be rated based on the originating and terminating NPA-NXX)**

ILEC position: See Issue No. 10 (b)

The Commission's orders cover ISP-bound traffic in saying access charges apply to virtual NXX traffic. ISP traffic should be based on the physical location of the customer otherwise access charges apply.

ILEC Language: INTRALATA TRAFFIC Telecommunications traffic that originates and terminates in the same LATA, including but not limited to IntraLATA toll, ISP bound and Local/EAS.

ISP-BOUND TRAFFIC

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) **who is physically located in an exchange within the Local/EAS area of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's Local/EAS area will be considered switched toll traffic and subject to access charges.**

LOCAL/EAS TRAFFIC

Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in ILEC's tariff.

21. The subject of the disagreement between the parties is "virtual NXXs." As explained by the Commission in *Petition of Adelphia Business Solutions of South Carolina, Inc. for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252 (b) of the Communications Act of 1934, As Amended by the Telecommunications Act of 1996*, Docket No. 200-516-C, Order on Arbitration ("Adelphia Order"), January 16, 2001, NXX codes are comprised of the fourth through the sixth digits of a ten digit telephone number. These codes are used to identify rate centers. "Virtual" NXX allows a customer to obtain a telephone number in a local calling area in which the customer is not physically located. As far as the person calling the number may be concerned, the call is local; however, the person answering the call is actually located physically somewhere else in the LATA. Virtual NXX is similar to "foreign exchange" ("FX"), although there are some technical differences between them. *Id.* at pp. 4-5.

22. The underlying disagreement between the parties is what compensation should be given for terminating such traffic. ILECs seek access charges when their end users originate calls to ISP customers of CLECs and the ISP is located outside of the local calling area. The jurisdictional treatment of ISP-bound traffic, however, is both interstate and exempt from access charges. The FCC governing orders on compensation for ISP-bound traffic are (1) *Intercarrier Compensation for ISP-based Traffic*, Docket No. 99-68, Order on Remand and Report and Order

(“ISP Remand Order”), 16 FCC Rcd 9151 (2001), and (2) the modifications to that order made in *Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. Paragraph 161 (c) from Application of the ISP Remand Order*, WC Docket No. 03-171 (released October 18, 2004). The ISP Remand Order established transitional rates for ISP-bound traffic. The FCC’s ruling on Core Communications’ petition allows MCI to seek the same reciprocal compensation as applies to voice traffic.

As the Commission observed in the ISP Remand Order, carriers likely incur the same costs in delivering a call to an end user and a data call to an ISP. In that order, the Commission declined to establish separate intercarrier rates, terms and conditions for voice and ISP bound traffic. It concluded that the record failed to demonstrate different costs in delivering traffic that would justify disparate treatment of ISP-bound traffic and local voice traffic under section 251(b)(5). These conclusions suggest that similar rates should apply to both local voice traffic and ISP-bound traffic, absent compelling policy reasons to the contrary.

(Order on CoreCom petition p. 10.)

23. The Adelphia Order was issued before the ISP Remand Order. In the Adelphia Order the Commission concluded that no reciprocal compensation was owed for calls placed to virtual NXXs, because, according to the Commission, the calls do not terminate within the same local calling area in which the call originated. Instead, the Commission concluded that originating access was owed by the CLEC providing service to the ISP. Subsequent to the Adelphia Order, the Commission, acknowledging the ISP Remand Order, held that “(c)ompensation for ISP-bound traffic, and all reciprocal compensation traffic, should be paid in conformance with federal law which governs the issue.” *Petition Of US LEC Of South Carolina, Inc. For Arbitration With Verizon South, Inc., Pursuant To 47 U.S.C. 252(b) Of The*

Communications Act Of 1934, As Amended By The Telecommunications Act Of 1996, Docket No. 2002-181-C, Order No. 2002-619 (August 30, 2002), p. 30. Clearly, then, in the wake of the FCC's rulings, the Adelphia Order and like rulings by the Commission should no longer be controlling, at least with regard to ISP-bound traffic. Moreover, while the Commission's rulings indicated that NPA-NXXs do not supersede the physical location of the caller and called party in defining local and access calls, at least as to non-ISP traffic, the Commission did not order any carrier not to make certain types of numbering assignments.

24. Other state commissions have ruled in favor of CLECs as regards this issue. For example, in its Declaratory Order in *Declaratory Ruling Concerning the Usage of Local Interconnection Services for the Provision of Virtual NXX Service*, Docket 28906, the Alabama Public Service Commission determined that ISP-bound FX and VNXX calls are predominantly considered jurisdictionally interstate and subject to the authority of the FCC. The Alabama commission further concluded that carriers may continue to assign telephone numbers to end users physically located outside the rate center to which the numbers they are assigned are homed. The commission also noted that ILECs have traditionally treated their FX and virtual NXX traffic as local in all respects, including with regard to intercarrier compensation. In its Order on Reconsideration, in *Consolidated Complaints and Requests for Post-Interconnection Dispute Resolution Regarding Intercarrier Compensation for "FX-Type" Traffic Against Southwestern Bell Telephone Company*, Docket No. 24015 (2004), the Texas Public Utility Commission upheld a finding that

the compensation mechanism in the *ISP Remand Order* shall apply to all ISP-bound calls. The Arbitrators stated that "all ISP-bound traffic falls under the

compensation mechanism outlined in the ISP Remand Order. Consequently, the Arbitrators found that all ISP-bound traffic, whether provisioned via an FX/FX-type arrangement or not, is subject to the compensation mechanism contained in the FCC's *ISP Remand Order*.' Consistent with this conclusion, the Commission withdraws its decision applying access charges to traffic bound for ISPs outside the local calling area.

(p. 3). The Texas commission specifically referred compensation for non-ISP traffic to a separate proceeding.

25. Accordingly, the Commission should approve MCI's proposed language.

ISSUE #9

Issue: Should the contract define VoIP and provide for special treatment of VoIP traffic? (GT&C, section 2.46)

MCI position: MCI is providing telecommunications services under this contract and plans to treat all but ISP traffic carried on its network the same way in terms of rating traffic based on the physical location of the end user. There is no need for the contract to describe how VoIP traffic will be or has been rated by the FCC.

ILEC position: SC ITCs want to specify in detail how VoIP traffic should be treated in this contract.

Disputed Language: VOIP OR IP-ENABLED TRAFFIC.

VoIP means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and

Voice traffic originated on the PSTN, and which terminates on IPC; and

Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

26. This issue is essentially the same issue as Issue No. 7, and, for the same reasons, the Commission should not adopt the ITCs' proposed language.

27. Moreover, if the ITCs intend for the Commission to regulate VoIP, or intend to block VoIP traffic, recent developments at the FCC should be heeded, including the *Vonage* decision involving state commission jurisdiction regarding VoIP service, and the proceeding in which Madison River Communications, Inc. recently agreed that it shall "not block ports used for VoIP applications or otherwise prevent customers from using VoIP applications," See *In the Matter of Madison River Communications, LLC and affiliated companies*, Consent Decree and Order, File No. EB-05-IH-0110, DA 05-543 (March 3, 2005). As stated above, none of the language proposed by the ITCs is necessary to the Agreement, and would serve to only confuse the issues before the Commission.

B. INTERCONNECTION

ISSUE #10

Issue: Should MCI have to provide service (a) only directly to end users and (b) only to End Users physically located in the same LATA to be covered by this agreement?
(Interconnection, section 1.1)

MCI position: (a) No. End User Customers may also be indirectly served by the Parties through resale arrangements. The Act requires both Parties to the contract to allow resale. The same "directly or indirectly" language is used in section 2.22 of ITCs' model contract for defining interexchange customers. The ITCs thus do not attempt

to limit the resale ability of interexchange carriers, and there is no reason why they should try to do so regarding local exchange.

(b) No. As stated above, ISP-bound traffic is under the FCC's jurisdiction, and it never said its ISP reciprocal compensation orders do not apply to virtual NXX traffic. FX/ISP provider customers do not have to be physically located in the LATA to be treated the same as voice traffic. The FCC has established a compensation regime for ISP traffic that does not require payment of access charges.

ILEC position: MCI must be providing service directly to End Users physically located in the LATA. No law says ITCs cannot limit interconnection agreements to non-wholesale arrangements. Also, the Commission's rulings on "virtual NXX traffic" apply to ISP-bound traffic too. The FCC's ISP Remand Order never discussed ISP FX arrangement specifically so ITCs do not believe the FCC's compensation regime for ISP-bound traffic applies.

Disputed Language: This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, **where each Party directly provides Telephone Exchange Service to its End User Customers physically located in the LATA.** This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to **Sections 251 (a) and (b) of the Act.**

28. Issue No. 10 (a) is the same as Issue No. 6 above. For the reasons stated in its discussion of Issue No. 6, MCI's language should be adopted.

29. As concerns Issue No. 10 (b), the same language proposed by the ILECs would require that telephone exchange service be provided to “to its End User Customers physically located in the LATA.” This would prevent local exchange service from being provided to those customers. As admitted by BellSouth in the Adelphia Order (at page 6), and as discussed above with regard to Issue No. 8, it is not unlawful to serve customers located outside the incumbent’s local calling area with virtual NXX numbers. Other issues with regard to service to such customers, such as reciprocal compensation, are discussed in Issue No. 8 above, and, for the reasons there discussed, MCI’s language should prevail.

ISSUE #11

Issue: Should references to VoIP traffic be included in the contract? (Interconnection, section 1.2)

MCI position: No. MCI is a telecommunications service provider. It is not proposing to treat VoIP traffic any differently than any other non-ISP dial-up traffic, which is rating the service by physical location of the originating and terminating points. Carving out VoIP and calling some information and some telecommunications services is confusing and unnecessary.

ILEC position: ITCs do not think they should provide interconnection to carriers that predominant carry VoIP and want to make clear by trying to define what VoIP services are information services versus telecommunications services in the contract. They also want to emphasize the rating by physical location for covered VoIP traffic.

Disputed Language: ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely provide Information Services. CLEC agrees that it is requesting and will use this arrangement for purposes of providing mainly Telecommunications Services and that any provision of Information Service by CLEC (**including VoIP Services**) will be

incidental to CLEC's provision of Telecommunications Services. **The classification of certain forms of VoIP (as defined in this Agreement) as either Telecommunications Service or Information Service has yet to be determined by the FCC. Accordingly, ILEC has no obligation to establish an interconnection service arrangement for CLEC that primarily is for the provision of VoIP.**

30. This is the same issue as discussed above in Issue No. 7, and, for the reasons there discussed, the ILECs' language should not be adopted.

ISSUE #12

Issue: Should there be language treating VoIP differently than other non- ISP-bound traffic? (Interconnection, section 1.6)

MCI position: No. VoIP does not need to be singled out.

ILEC position: Yes. ITCs want to emphasize how physical location will be used to rate VoIP traffic.

Disputed Language: **Jurisdiction of VoIP Traffic, as defined in this Agreement, is determined by the physical location of the End User Customer originating VoIP Traffic, which is the geographical location of the actual Internet Protocol Connection (IPC), not the location where the call enters the Public Switched Telephone Network (PSTN). In addition, the FCC has ruled that phone-to-phone calls that only utilize IP as transport are Telecommunication Services. Jurisdiction of such calls shall be based on the physical location of the calling and called End User Customer. Signaling information associated with IP-Enabled Voice Traffic must comply with Sections 3.5 and 3.6 of this Interconnection Attachment.**

31. This also is the same issue as discussed above in Issue No. 7, and, for the reasons there discussed, the ILECs' language should not be adopted. The ITCs' language trying to presage VoIP treatment and classifications is unnecessary and would make the Agreement more

complex than it needs to be. As stated above, MCI's proposal is to treat all non-ISP dial up traffic in a similar manner and to accede in such respects to the Commission's prior rulings on rating calls, i.e., not by the traditional NPA-NXX standard but on the physical location of the caller.

ISSUE #13

Issue: Should all intraLATA traffic be exchanged on a bill and keep basis or should reciprocal compensation apply when out of balance? (Interconnection, section 2.4)

MCI position: MCI believes reciprocal compensation rates should apply for ISP and non-ISP Local /EAS traffic if out of balance traffic (60/40). MCI believes the recent CoreCom ruling allows it to seek reciprocal compensation for ISP traffic in new markets.

ILEC position: ITCs believe all traffic should be bill and keep.

Disputed Language: The Parties agree to only route IntraLATA Traffic over the dedicated facilities between their networks. InterLATA Traffic shall be routed in accordance with Telcordia Traffic Routing Administration instruction and is not a provision of this Agreement. Both Parties agree that compensation for intraLATA Traffic shall be in the form of the mutual exchange of services provided by the other Party with no additional billing *if the traffic exchange is in balance. Traffic is considered out-of-balance when one Party terminates more than 60 percent of total Local/EAS traffic exchanged between the Parties. The Parties also agree that the compensation for ISP-bound traffic when out of balance is governed by the FCC's orders on compensation for ISP-bound traffic, specifically (1) the so-call ISP Remand Order [Intercarrier Compensation for ISP-based Traffic, Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)] and (2) the modifications to that order made in the FCC's decision on Core Communications' forbearance request (Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. Paragraph 161 (c) from Application of the ISP Remand Order, WC Docket No. 03-171, released October 18,*

2004). Traffic studies may be requested by either party to determine whether traffic is out of balance. Such traffic studies will not be performed more than four times annually. Should a traffic study indicate that Local/EAS/ISP-bound traffic exchanged is out-of-balance, either Party may notify the other Party that mutual compensation between the Parties will commence in the following month. The Parties agree that charges for termination of Local/EAS and ISP-bound Traffic on each Party's respective networks are as set forth in the Pricing Attachment. related to exchange of such traffic issued by either Party except as otherwise provided in this Agreement.

32. As stated above with regard to Issue No. 7, the FCC's ISP Remand Order permits MCI to seek the same reciprocal comp rate for ISP traffic and Local/EAS calling when traffic is out of balance.

ISSUE #14

Issue: Should Parties be required to provide (a) CPN and JIP; and (b) pay access charges on all unidentified traffic? (Interconnection, section 2.7.7)

MCI position: MCI (a) is willing to provide CPN or JIP (but not both as the latter is an optional SS7 parameter. (No other ILEC has proposed that MCI must provide JIP) and (b) believes that all unidentified traffic should be priced at same ratio as identified traffic. A price penalty should not be applied for something MCI does not control. MCI is open to audits and studies by either Party if one or the other thinks the 10% or more of traffic missing CPN information is an effort to avoid access charges.

ILEC position: SC ITCs believe they need JIP and CPN data 90% of the time to determine jurisdiction and want to apply a penalty of paying access charges to encourage its provision when levels of unidentified traffic are above 10%.

Disputed Language: If either Party fails to provide accurate If either Party fails to provide accurate CPN (valid originating information) or and Jurisdiction Information Parameter ("JIP") on at least ninety

percent (90%) of its total originating INTRALATA Traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. **All unidentified traffic will be treated as having the same jurisdictional ratio as the ninety (90%) of identified traffic.** The remaining 10 percent (10%) of unidentified traffic will be treated as having the same jurisdictional ratio as the ninety (90%) of identified traffic. If the unidentified traffic exceeds ten percent (10%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to ILEC's applicable access charges. The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of traffic without CPN or JIP traffic does not exceed ten percent (10%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

33. With reference to JIP, MCI's proposed language should be adopted for the reasons discussed with reference to Issue No. 3. MCI is willing to work with the ITCs if less than 90% of either Party's traffic has CPNs, but it does not agree to be subject to a penalty for the unidentified traffic. This should be treated at the same ratio of local to toll as the identified traffic. If there are concerns about fraud, either Party should be able to audit the other Party's traffic but cooperative efforts per the last sentence of agreed language above should be used first to find out why large percentages of traffic are missing CPN or JIP information.

ISSUE #15

Issue:

Does the contract need the limit of "directly provided" when other provisions discuss transit traffic, and the issue of providing service directly to end users also is debated elsewhere? (Interconnection, section 3.1)

MCI position: No. This language is unnecessary and confusing in light of other provisions of the contract.

ILEC position: Yes. ITCs want to make clear that this contract is only for traffic directly exchanged between the parties' directly served End Users.

Disputed Language: Dedicated facilities between the Parties' networks shall be provisioned as two-way interconnection trunks, **and shall only carry IntraLATA traffic originated or terminated directly between each Parties End User Customers.** The direct interconnection trunks shall meet the Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275

34. This is essentially the same issue as discussed with regard to Issue No. 6, and, for the same reasons articulated there, MCI's proposed language should prevail.

ISSUE #16

Issue: Should Parties have to provide the specified signaling parameters on all calls? (Interconnection, section 3.6)

MCI position: No. Percentages for CPN have been set above and JIP is not mandatory. MCI will agree not to alter parameters received from others, but it cannot commit to more than 90% CPN.

ILEC position: Yes. This information should be provided on all calls even though percentages set elsewhere are less than 100%.

Disputed Language: Signaling Parameters: ILEC and CLEC are required to provide each other with the proper signaling information (e.g. originating accurate Calling Party Number, **JIP** and destination called party number, etc.) pursuant 47 C.F.R. § 64.1601, to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be *passed along as received* **provided** including CPN, JIP, Originating Line, Calling

party category, Charge Number, etc. All privacy indicators will be honored

35. This is essentially the same issue as Issue No. 3 and, therefore, for the reasons stated there, MCI's proposed language should prevail.

C. NUMBER PORTABILITY

ISSUE #17

Issue: Should the Parties be providing service directly to End Users to port numbers? (Number portability, section 1.1)

MCI position: No. This is not required for any industry definition of LNP. MCI is certified to do LNP for the End Users that indirectly or directly are on its network. Concerns that some resellers may not be telecommunications carriers or must provide the same type telecommunications services provided prior to the port is an illegal limit on what entities MCI can provide wholesale telecommunications services. The FCC has even allowed IP-Enabled (VoIP) service providers to obtain numbers directly without state certification See the FCC's CC Docket 99-200 order (Adopted: January 28, 2005 Released: February 1, 2005) granting SBC Internet Services, Inc. (SBCIS) a waiver of section 52.15(g)(2)(i) of the Commission's rules. And MCI know no law requiring that the same type of Telecommunications Service provided prior to the port has to be provided. That is antithetical to the goals of competition.

ILEC position: ITCs believe that LNP can only be done for telecommunications providers directly serving end users. ITCs added to first version prohibiting LNP for customers of MCI's wholesale telecommunications services a provision allowing resale buy only by telecommunications provides and only when same type of telecommunications services as provided before the port is involved.

Disputed Language: The Parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service

provider portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. **Under this arrangement, the new Telecommunications Service provider must directly provide Telephone Exchange Service or resell an end user local exchange service through a third party Telecommunications Service provider to the End User Customer porting the telephone number.** The dial tone must be derived from a switching facility that denotes the switch is ready to receive dialed digits. **In order for a port request to be valid, the End User Customer must retain their original number and be served directly by the same type of Telecommunications Service subscribed to prior to the port.**

36. This is the essentially the same issue as presented in Issues nos. 6 and 10 (a), and, therefore, for the reasons stated there, the Commission should not adopt the ITCs' proposed language.

D. PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE

ISSUE #18

Issue: What should the interval be for providing CSRs? (Pre-Order, Ordering, section 1.3)

MCI position: The interval should be no more than 48 hours when the CSR is for a customer with less than 24 lines. This is the interval most states have set for CLEC-to-CLEC migrations where manual processing is involved. Some states (e.g, Texas and New York) require 24 hour turn-around on manual provision of CSRs. Large ILECs provide CSRs through computer queries, in seconds.

ILEC position: ITCs believe compiling some CSRs can take up to five days.

Disputed Language: Based on reasonable volume of requests, the standard interval for address verification is one to two business days and *less than 48 hours (unless a state sets a shorter interval) for CSRs for customer with 24 or less lines.* one to five business days for a full customer service record.

37. MCI's language is premised on reasonable volumes of requests and relatively low numbers of customer lines. The 48 hour timeframe MCI proposes is consistent with state commission precedent and, indeed, more relaxed than key state commissions have determined is appropriate.

E. PRICING

ISSUE #19

Issue: Are the proposed transport and transit rates reasonable?
(Pricing, A 1, 2, & 3)

MCI position: MCI reserves the right to challenge these rates. The pricing attachments for two companies were received a week before the arbitration window closed for two companies ,and two days before for two others..

38. MCI will review the rates proposed by the ILECs and will supplement this filing. If rates proposed by the ILECs are not just and reasonable, as required by law, MCI will propose arbitration for those rates.

ISSUE #20

Issue: Are the ordering charges just and reasonable? (Pricing, C 1, 2, & 4)

MCI position: No. They are very high where manual ordering is the only choice. There would be no incentive for the ITCs to move to electronic ordering systems with rates this high. Some Bell companies set manual rates high to encourage CLECs to use electronic ordering systems but with these ITCs MCI has no cheaper alternative. Further, there is no reason to charge a higher price for cancellations and change orders. There should be no charge for cancellations because there is no additional work being done. There should be a lower charge not higher one for changes to the original order. Usually it's only one feature or a later due date being sought at the customer's request. The charge should be set at \$15 for the original LSR and \$5 for changes. MCI also did not see these rates until a week (Home and Farmers) and two days (Hargray and PBT) before the arbitration window closed despite repeated requests. So MCI has not had time to negotiate changes with the ITCs. It has received no cost studies to support any of these rates.

MCI's Language: All ITCs:

Service Order (LSR)\$ **15.00** / request

Service Order Cancellation Charge
No charge.
Order Change Charge
\$5.00.

ILEC position: ITCs believe their rates are reasonable, citing a BellSouth \$22 rate for manual order.

ILECs' Language: PBT:
Service Order (LSR) \$ **23.00 / request**

Service Order Cancellation Charge
\$ 35.00 / request

Order Change Charge
\$35.00 / request

Hargray:
Service Order (LSR) \$ **22.00 / request**

Service Order Cancellation Charge
\$35.00 / request

Order Change Charge
\$35.00 / request

Farmers:
Service Order (LSR) **\$ 28.00 / request**

Service Order Cancellation Charge
\$ 32.00 / request

Order Change Charge
\$32.00 / request

Home:
Service Order (LSR) **\$22.00 / request**

Service Order Cancellation Charge
\$35.00 / request
Order Change Charge

\$35.00 / request

39. The rates proposed by the ITCs have been provided without cost justification, including as to why rates differ as between similarly-situated companies.

40. These rates are unreasonable where manual ordering is the only means available to MCI. Further indications of the unreasonableness of these rates is that MCI was not given these rates until a week (Home and Farmers) and two days (Hargray and PBT) before the arbitration window closed, despite repeated requests for this information.

ISSUE #21

Issue: What should the reciprocal compensation rate be for out-of-balance Local/EAS or ISP-bound traffic? (Pricing, D)

MCI position: This is the rate set in the FCC's order on reciprocal compensation rates.

ILEC position: No rate.

Disputed Language: **\$0.0007**

41. As discussed in Issue No. 8, the FCC has determined a rate applicable to “out of balance” reciprocal compensation. The rate is \$0.0007. Accordingly, the Commission should adopt that rate.

REQUEST FOR RELIEF

WHEREFORE, MCI respectfully requests that the Commission grant the following relief:

- A. The Commission should arbitrate the unresolved issues between MCI and the ILECs within the timetable specified by the Act.
- B. The Commission should issue an order directing the parties to submit the Interconnection Agreement reflecting the agreed-upon language in Exhibit C and the resolution in this arbitration proceeding of the unresolved issues described above.
- C. The Commission should retain jurisdiction of this arbitration until the parties have submitted agreements for approval in accordance with Section 252(e) of the Act.
- D. The Commission should further retain jurisdiction of this arbitration and the parties hereto until the ILECs have complied with all implementation time frames specified in the arbitrated agreements and those agreements have been fully implemented.
- E. The Commission should take such other and further actions as it deems appropriate.

RESPECTFULLY SUBMITTED, this ^{17th} day of March, 2005

By: 

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March 17, 2005.

Kennard B. Woods
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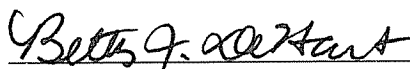
CERTIFICATE OF SERVICE

I, Betty J. DeHart of Woodward, Cothran & Herndon, Attorneys for MCI, Inc., do hereby certify that I have served a copy of the Petition of MCIMetro Access Transmission Services, LLC for Arbitration with Farmers Telephone Cooperative, Inc., Hargray Telephone Company, Home Telephone Co., Inc., and PBT Telecom, Inc., Under the Telecommunications Act of 1996 by causing to be deposited in a United States Postal Service mailbox copies of the same, postage prepaid, addressed to the persons indicated below.

F. David Butler, Esquire
The Public Service Commission
State of South Carolina
Post Office Drawer 11649
Columbia, S.C. 29211

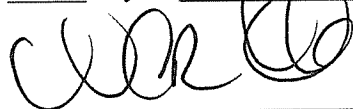
Elliott F. Elam, Jr., Esquire
S. C. Department of Consumer Affairs
Post Office Box 5757
Columbia, S. C. 29250-5757

John M. Bowen, Jr., Esquire
McNair Law Firm, P.A.
Post Office Box 11390
Columbia, S.C. 29211


Betty J. DeHart

SWORN to before me this

17th day of March, 2005.



(L.S.)

Notary Public for South Carolina

My Commission Expires: 4/14/07

Exhibit A

Interconnection Attachment

1. Scope of Agreement

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, **where each Party directly provides Telephone Exchange Service to its End User Customers physically located in the LATA.** This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to **Sections 251 (a) and (b) of the Act.**
- 1.2 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely provide Information Services. CLEC agrees that it is requesting and will use this arrangement for purposes of providing mainly Telecommunications Services and that any provision of Information Service by CLEC **(including VoIP Services)** will be incidental to CLEC's provision of Telecommunications Services. **The classification of certain forms of VoIP (as defined in this Agreement) as either Telecommunications Service or Information Service has yet to be determined by the FCC. Accordingly, ILEC has no obligation to establish an interconnection service arrangement for CLEC that primarily is for the provision of VoIP..**
- 1.3 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.
- 1.4 Both Parties acknowledge that InterLATA Traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions and is not a provision of this Agreement.
- 1.5 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines.
- 1.6 **Jurisdiction of VoIP Traffic, as defined in this Agreement, is determined by the physical location of the End User Customer originating VoIP Traffic, which is the geographical location of the actual Internet Protocol Connection (IPC), not the location where the call enters the Public Switched Telephone Network (PSTN). In addition, the FCC has ruled that phone-to-phone calls that only utilize IP as transport are Telecommunication Services. Jurisdiction of such calls shall be based on the physical location of the calling and called End User Customer. Signaling information associated with IP-Enabled Voice Traffic must comply with Sections 3.5 and 3.6 of this Interconnection Attachment**

2. Service Arrangement

- 2.1 The Parties agree to exchange IntraLATA Traffic originated by an End User Customer of one Party that terminates to an End User Customer of the other Party over dedicated facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such IntraLATA Traffic, with the Point of Interconnection (POI) designated at ILEC's tandem. No more than one POI on the ILEC network is required. Each Party shall be responsible for the cost of dedicated facilities on its side of the POI.
- 2.2 The ILEC shall provide transit functions for Local/EAS Transit Traffic originated by the CLEC. ILEC shall bill and CLEC shall pay for transit charges at the rate set forth in the Pricing Attachment. CLEC is responsible for negotiating any necessary interconnection arrangements directly with the third party. ILEC will not be responsible for any reciprocal compensation payments to CLEC for Transit Traffic. Any Transit Traffic that is toll shall be governed by the ILEC access tariffs. CLEC does not have a tandem at this time so there is no transit traffic originated by the ILEC to the CLEC. At such time as CLEC becomes a tandem transit arrangements maybe negotiated.
- 2.3 If CLEC chooses to lease transport facilities from ILEC, CLEC shall compensate ILEC for such leased transport facilities at ILEC's rates located in the Pricing Attachment.
- 2.4 The Parties agree to only route IntraLATA Traffic over the dedicated facilities between their networks. InterLATA Traffic shall be routed in accordance with Telcordia Traffic Routing Administration instruction and is not a provision of this Agreement. Both Parties agree that compensation for IntraLATA Traffic shall be in the form of the mutual exchange of services provided by the other Party with no additional billing **related to exchange of such traffic issued by either Party except as otherwise provided in this Agreement. if the traffic exchange is in balance. Traffic is considered out-of-balance when one Party terminates more than 60 percent of total Local/EAS traffic exchanged between the Parties. The Parties also agree that the compensation for ISP-bound traffic when out of balance is governed by the FCC's orders on compensation for ISP-bound traffic, specifically (1) the so-call ISP Remand Order [Intercarrier Compensation for ISP-based Traffic, Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)] and (2) the modifications to that order made in the FCC's decision on Core Communications' forbearance request (Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. Paragraph 161 (c) from Application of the ISP Remand Order, WC Docket No. 03-171, released October 18, 2004). Traffic studies may be requested by either party to determine whether traffic is out of balance. Such traffic studies will not be performed more than four times annually. Should a traffic study indicate that Local/EAS/ISP-bound traffic exchanged is out-of-balance, either Party may notify the other Party that mutual compensation between the Parties will commence in the**

following month. The Parties agree that charges for termination of Local/EAS and ISP-bound Traffic on each Party's respective networks are as set forth in the Pricing Attachment, related to exchange of such traffic issued by either Party except as otherwise provided in this Agreement.

- 2.4.1 Neither Party shall route un-translated traffic to service codes (e.g. 800, 888) over the dedicated interconnection facilities.
- 2.6 N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over dedicated facilities.
- 2.7 Accurate Calling Party Number ("CPN") associated with the End User Customer originating the call must be provided. Accurate CPN is:
 - 2.7.1 CPN that is a dialable working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer's Location.
 - 2.7.2 CPN that has not been altered.
 - 2.7.3 CPN that is not a charge party number.
 - 2.7.4 CPN that follows the North American Numbering Standards and can be identified in numbering databases and the LERG as an active number.
 - 2.7.5 CPN that is assigned to an active End User Customer.
 - 2.7.6 CPN that is associated with the Rate Center of the specific End User Customer Location.
 - 2.7.7 If either Party fails to provide accurate CPN (valid originating information) **or** Jurisdiction Information Parameter ("JIP") on at least ninety percent (90%) of its total originating INTRALATA Traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. **All unidentified traffic will be treated as having the same jurisdictional ratio as the ninety (90%) of identified traffic.** The remaining 10 percent (10%) of unidentified traffic will be treated as having the same jurisdictional ratio as the ninety (90%) of identified traffic. If the unidentified traffic exceeds ten percent (10%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to ILEC's applicable access charges. The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of traffic without CPN or JIP traffic does not exceed ten percent (10%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

2.8

3. Physical Connection:

- 3.1 Dedicated facilities between the Parties' networks shall be provisioned as two-way interconnection trunks, **and shall only carry IntraLATA traffic originated or terminated directly between each Parties End User Customers.** The direct interconnection trunks shall meet the Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275.
- 3.2 Facility Sizing: The Parties will mutually agree on the appropriate sizing for transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed upon quantities via an Access Service Request.
- 3.3 If CLEC's request requires ILEC to build new facilities (e.g. installing new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.
- 3.4 Interface Types: If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed by the Parties. When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.
- 3.5 Signaling: The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the connection of their networks. CPN shall be available for at least 90% of the calls. Signaling information shall be shared between the Parties at no charge to either Party.
- 3.6 Signaling Parameters: ILEC and CLEC are required to provide each other with the proper signaling information (e.g. originating accurate Calling Party Number, **JIP**, and destination called party number, etc.) pursuant 47 C.F.R. § 64.1601, to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be **passed along as received, provided**, including CPN, JIP, Originating Line, Calling party category, Charge Number, etc. All privacy indicators will be honored.
- 3.7 Programming: It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG.

- 3.8 Equipment Additions: Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

4. Grade of Service:

Each Party will provision their network to provide designed blocking objective of a P.01.

5. Network Management:

- 5.1 Protective Controls: Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.
- 5.2 Mass Calling: Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.
- 5.3 Network Harm: Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:
- 5.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;

- 5.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
 - 5.3.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.
- 5.4 Each Party shall be responsible for obtaining connections to the 911/E911 network.

Number Portability Attachment

LOCAL NUMBER PORTABILITY

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service provider portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. **Under this arrangement, the new Telecommunications Service provider must directly provide Telephone Exchange Service or resell an end user local exchange service through a third party Telecommunications Service provider to the End User Customer porting the telephone number.** The dial tone must be derived from a switching facility that denotes the switch is ready to receive dialed digits. **In order for a port request to be valid, the End User Customer must retain their original number and be served directly by the same type of Telecommunications Service subscribed to prior to the port**
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.
- 1.3 Nothing in this Agreement prohibits the Parties or a Party from agreeing with its customer to provide types of portability other than “service provider” portability. This agreement only addresses service provider portability and no other type of portability is currently agreed upon in this Agreement.
- 1.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and Central Office Code Assignment Guidelines.
- 1.5 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the Number Portability Administration Center (NPAC) SMS.
- 1.6 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

- 1.7 N-1 Query. Neither Party offers default query service so non-queried calls will be returned to the N-1 carrier.
- 1.8 Porting of Reserved Numbers. In addition, End User Customers of each Party may port reserved numbers, as defined in 47 CF.R. Section 52.15(f)(1)(vi) that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).
- 1.9 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. ILEC and CLEC shall permit End User Customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges as listed in The Pricing Attachment for doing so. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.
- 1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.0 Coordinated Cutovers.
 - 2.1 For LNP Coordinated Hot Cuts (“CHC”), CLEC may request a desired due date and time. These will be considered coordinated orders. CLEC must indicate a request for CHC on the LNP request form to request a coordinated order. LEC will not apply a 10-digit trigger upon porting telephone numbers to CLEC network. Charges for CHCs are listed in Appendix A. LEC offers two types of coordination:
 - 2.1.1 Any Time: Order to be worked anytime during the day on the due date but LEC must notify CLEC when completed.
 - 2.1.2 Specific Time: Order is to be worked at a specific time on the due date.

- 2.2 If coordination is requested, CLEC will be required to call the LEC forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and/or time. LEC reserves the right to change the date and time if other demands require such a change. Every reasonable attempt will be made to commit to the requested date and/or time. Prior to the 48 hour Coordination Call, LEC will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and/or time. If no call is received from CLEC, it will be assumed that CLEC is not ready and the order will not be completed on the requested due date and time. If CLEC does not contact LEC with 48 hours from the original due date to reschedule, the order will be canceled.

3.0 Late Notification Changes - Due Date, Coordination.

- 3.1 ILEC will proceed with the conversion based on the agreement at the 48-Hour Call. Policy for late notification of changes in due date and/or coordination time is as follows:
 - 3.1.1 If LEC personnel have to wait more than 15 minutes for CLEC to join the scheduled call for the CHC, then CLEC shall be responsible to reimburse LEC for all personnel costs incurred. The charge will be calculated, in half hour increments, times the loaded hourly compensation rate for each personnel involved in the call.
 - 3.1.2 If CLEC contacts LEC to reschedule the CHC call less than 48-Hours from the scheduled CHC call time, CLEC will be responsible to reimburse LEC for all cost incurred to date on the CHC order.
 - 3.1.3 Once the scheduled call is underway, and personnel from both CLEC and LEC are present on the call, should CLEC incur a problem that would delay the conversion, LEC will provide CLEC reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in LEC charging CLEC for personnel costs incurred. The charge will be calculated based on the delay time, in half hour increments, times the loaded hourly compensation rate for each personnel involved in the call.

4.0 Obligations of Both Parties.

- 4.1 CLEC is responsible for advising the NPAC of telephone numbers that it imports and the associated data as identified in industry forums as being required for number portability.

- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier who is the code holder or block holder.
- 4.3 Each party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 4.4 Both Parties must be certified by the Regional NPAC prior to the scheduling of inter-company testing.
- 4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation process.
- 4.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the end-user's telephone number to their switch.
- 4.8 The LRN associated with the ported number associated with ILEC's Local/EAS area shall be derived from an NPA- NXX within the same Local/EAS areas.

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair Attachment**

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1. PRE-ORDERING
2. ORDERING
3. MAINTENANCE AND REPAIR
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5. RATES
6. MISCELLANEOUS

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2. Access to retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's permission, and that the requesting party has verification from the customer via Third Party Verification, a Letter of Authorization (LOA), etc. that the customer has agreed to the release of this information.
- 1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The Parties will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with the procedures set out in the handbook or website listed in Section 1.4 of this attachment. Based on reasonable volume of requests, the standard interval for address verification is one to two business days and **one to five business days for a full customer service record less than 48 hours (unless a state sets a shorter interval) for CSRs for customer with 24 or less lines.**
- 1.4. Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information.
- 1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information via Fax. Parties may mutually agree to add other forms of the information exchange such as email or GUI.
- 1.6. The Parties agree not to view, copy, or otherwise obtain access to the End User Customer record information of any customer without that End User Customer's permission. The Parties will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. If there is a customer complaint or an unusual request for CSRs (i.e. all business customers or a large increase in volume), the Parties reserve the right to audit each other's verification information on access to End User Customer record information. If the audit reveals that the End User Customer record information was obtained without the audited Party having obtained the proper legal permission (e.g., Third Party Verification or LOA), the auditing Party upon reasonable notice to the audited Party may take such corrective action as permitted by state and federal law. All such information obtained through an audit

shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2. ORDERING

2.1. Ordering.

- 2.1.1. The New Service Provider (NSP) shall place orders for services by submitting a local service request ("LSR") to the Old Service Provider (OSP). The OSP shall bill the NSP a service order charge as specified in this Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").
- 2.1.2. The OSP will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.2. Provisioning.

- 2.2.1. The Parties shall provision services during its regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment of this Agreement.
- 2.2.2. Cancellation Charges. If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the Pricing Attachment to this Agreement.
- 2.2.3. Expedited Service Date Charges. For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge is listed in the Pricing Attachment.
- 2.2.4. Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in this agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.

3. MAINTENANCE AND REPAIR

- 3.1.1. Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.4 of this Attachment.
- 3.1.2. If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office (CO) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than

the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the “no trouble found” repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied.

4. SERVICE STANDARDS

Both Parties will comply with the Article 6 - Telecommunications Utilities in Chapter 103 - Public Service Commission of the Code of Regulations of South Carolina Sub-Article 6 - Standards and Quality of Service when providing service to the other Party.

5. RATES

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment to this Agreement.

6. MISCELLANEOUS

6.1 Customer Transfer.

- 6.1.1 Service orders will be in a standard format designated in accordance with industry standards. All ordering and provisioning and maintenance activity conducted pursuant to this agreement should follow the applicable industry standards which include: Local Service Ordering Guidelines (LSOG) developed in the Ordering and Billing Forum (OBF) at the Alliance of Telecommunications Industry Solutions (ATIS) and approved North American Numbering Council (NANC) procedures and guidelines concerning Local Number Portability (LNP) processes.
- 6.1.2 When notification is received from the New Service Provider that a current End User Customer of Old Service Provider will subscribe to New Service Provider's service, standard service order intervals for the appropriate class of service will apply.
- 6.1.3 The New Service Provider will be the single point of contact with Old Service Provider for all subsequent ordering activity resulting in additions or changes to services except that Old Service Provider will accept a request directly from the End User for conversion of the End User Customer's service from New Service Provider to Old Service Provider
- 6.1.4 If either Party determines that an unauthorized change in local service has occurred, the End User Customer's authorized local service provider will reestablish service with the End User Customer and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

6.2 Misdirected Calls.

- 6.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):
 - 6.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
 - 6.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.
 - 6.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.
- 6.3 Letter of Authorization.
- 6.3.1 The Parties agree that it will not submit an order to move an End User Customer's service from one Party to the other Party without the End User Customer's permission, and that the requesting Party has verification from the End User Customer via Third Party Verification, a Letter of Authorization (LOA), etc. that the End User Customer has agreed to the change in service. The OSP will not require End User Customer confirmation prior to establishing service for NSP's End User Customers.
 - 6.3.2 Once the NSP submits an LSR to change an End Users Customer's local exchange service, the End User Customer will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability. The NSP is responsible for any charges that may be incurred in connection with service requests for End User Customers change in service providers.
 - 6.3.3 If, based on an End User Customer complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End User

Customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized.

- 6.4 Pending Orders. Orders placed in the hold or pending status by New Service Provider will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, New Service Provider] shall be required to submit a new service request. Incorrect or invalid requests returned to New Service Provider for correction or clarification will be held for thirty (30) calendar days. If New Service Provider does not return a corrected request within thirty (30) calendar days, Old Service Provider will cancel the request.
- 6.5 Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 6.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in the two business days.
- 6.7 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

Ancillary Services Attachment

1. 911/E-911 Arrangements

- 1.1 ILEC utilizes [RBOC] for the provision of 911/E-911 services. The CLEC is responsible for connecting to [RBOC] and populating [RBOC]'s database. All relations between [RBOC] and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of [RBOC].
- 1.2 ILEC will not be liable for errors with respect to CLEC's provision of 911/E-911 services to CLEC's End User Customers.

2. Busy Verification and Busy Line Verification Interrupt

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end-users. Each Party shall route BLV and BLVI inquiries over separate inward Operator Services (OS) trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.

3. Street Address Guide (SAG)

ILEC will provide to CLEC upon request the Street Address Guide at a reasonable charge.

4. Telephone Relay Service

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

5. Directory Listings and Directory Distribution

- 5.1 CLEC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with ILEC's vendor for directory publications.
- 5.2 Listings

CLEC agrees to supply ILEC on a regularly scheduled basis, and in a format prescribed by ILEC, all listing information for CLEC's subscribers who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code)

and telephone numbers. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with ILEC's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

5.3 Distribution

Upon directory publication, ILEC will arrange for the initial distribution of the directory to service subscribers in the directory coverage area. CLEC will supply ILEC, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable ILEC to perform its directory distribution responsibilities.

**Farmers Telephone Cooperative, Inc.
Pricing Attachment**

Pricing for Farmers Telephone Cooperative, Inc.

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of filings with state and federal Commission rulings and proceedings, including but not limited to, any generic proceeding to determine ILEC's unrecovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation.

A. Transport Rate: [MCI STILL REVIEWING LATE PROVIDED PRICING]

1. *Direct Trunk Transport Termination:*
 - a) DS1 \$ 61.11 / termination / month
 - b) DS3 \$441.68 / termination / month
2. *Direct Trunk Transport Facility:*
 - a) DS1 \$ 12.92 / mile / month
 - b) DS3 \$104.29 / mile / month
3. *Non-recurring Installation Charge* \$ 404.00 / order

B. Transit Traffic Rate: [MCI STILL REVIEWING LATE PROVIDED PRICING] \$ 0.007 / min.

C. General Charges:

1. Service Order (LSR) \$ 15.00/28.00 / request
2. Service Order Cancellation Charge \$ 0.00/32.00 / request
3. Expedited Due Date \$ 32.00 / request
4. Order Change Charge \$ 5.00/32.00 / request
5. Technical Labor
 - Install & Repair Technician:
 - Basic Time (normally scheduled hours) \$19.28 / ½ hr
 - Overtime (outside normally schld hrs on schld work day) \$28.93 / ½ hr
 - Premium Time (outside of scheduled work day) \$38.57 / ½ hr
 - Central Office Technician:
 - Basic Time (normally scheduled hours) \$19.55 / ½ hr
 - Overtime (outside normally schld hrs on schld work day) \$29.32 / ½ hr
 - Premium Time (outside of scheduled work day) \$39.09 / ½ hr
6. Rates and Charges for LNP Coordinated Hot Cut (CHC) \$ ICB

D. Reciprocal Compensation Rate

\$0.0007

Hargray Telephone Company, Inc.
Pricing Attachment

Pricing for Hargray Telephone Company, Inc.

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of filings with state and federal Commission rulings and proceedings, including but not limited to, any generic proceeding to determine ILEC's unrecovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation.

A. *Transport Rate:* [MCI STILL REVIEWING LATE PROVIDED PRICING]

1. *Direct Trunked Transport Termination:*

- | | |
|--------|---------------------------------|
| a) DS1 | \$ 57.24 / termination / month |
| b) DS3 | \$ 549.62 / termination / month |

2. *Direct Trunked Transport Facility:*

- | | |
|--------|--------------------------|
| a) DS1 | \$ 13.92 / mile / month |
| b) DS3 | \$ 133.65 / mile / month |

3. *Non-recurring Installation Charge* \$ 404.00 / order

B. *Transit Traffic Rate:* [MCI STILL REVIEWING LATE PROVIDED PRICING] \$ 0.006 / min.

C. General Charges:

- | | |
|---|--------------------------------|
| 1. Service Order (LSR) request | \$ <u>15.00/22.00</u> / |
| 2. Service Order Cancellation Charge | \$ <u>0.00/35.00</u> / request |
| 3. Expedited Due Date | \$ 35.00 / day |
| 4. Order Change Charge | \$ <u>5.00/35.00</u> / request |
| 5. Technical Labor - | |
| <u>Install & Repair Technician:</u> | |
| Basic Time (normally scheduled hours) | \$19.29 / ½ hr |
| Overtime (outside normally schld hrs on schld work day) | \$28.93 / ½ hr |
| Premium Time (outside of scheduled work day) | \$38.57 / ½ hr |
| <u>Central Office Technician:</u> | |
| Basic Time (normally scheduled hours) | \$19.55 / ½ hr |
| Overtime (outside normally schld hrs on schld work day) | \$29.32 / ½ hr |
| Premium Time (outside of scheduled work day) | \$39.09 / ½ hr |
| 6. Rates and Charges for LNP Coordinated Hot Cut (CHC) | \$ ICB |

D. Reciprocal Compensation Rate

\$0.0007/min

**Home Telephone Company, Inc.
Pricing Attachment**

Pricing for Home Telephone Company, Inc.

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of filings with state and federal Commission rulings and proceedings, including but not limited to, any generic proceeding to determine ILEC's unrecovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation.

A. Transport Rate: [MCI STILL REVIEWING LATE PROVIDED PRICING]

1. *Direct Trunk Transport Termination:*
 - a) DS1 \$ 73.57 / termination / month
 - b) DS3 \$ 420.81 / termination / month
2. *Direct Trunk Transport Facility:*
 - a) DS1 \$ 14.16 / mile / month
 - b) DS3 \$ 103.26 / mile / month
3. *Non-recurring Installation Charge* \$ 404.00 / order

B. Transit Traffic Rate: [MCI STILL REVIEWING LATE PROVIDED PRICING] \$ 0.005 / min.

C. General Charges:

1. Service Order (LSR) \$ 15.00/22.00 / request
2. Service Order Cancellation Charge \$ 0.00/35.00 / request
3. Expedited Due Date \$ 35.00 / request
4. Order Change Charge \$ 5.00/35.00 / request
5. Technical Labor
 - Install & Repair Technician:
 - Basic Time (normally scheduled hours) \$18.13 / ½ hr
 - Overtime (outside normally schld hrs on schld work day) \$27.20 / ½ hr
 - Premium Time (outside of scheduled work day) \$36.26 / ½ hr
 - Central Office Technician:
 - Basic Time (normally scheduled hours) \$18.52 / ½ hr
 - Overtime (outside normally schld hrs on schld work day) \$27.77 / ½ hr
 - Premium Time (outside of scheduled work day) \$36.26 / ½ hr
6. Rates and Charges for LNP Coordinated Hot Cut (CHC) \$ ICB

D. Reciprocal Compensation Rate

\$0.0007/min

**PBT Telecom, Inc.
Pricing Attachment**

Pricing for PBT Telecom, Inc.

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of filings with state and federal Commission rulings and proceedings, including but not limited to, any generic proceeding to determine ILEC's unrecovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation.

A. Transport Rate: [MCI STILL REVIEWING LATE PROVIDED PRICING]

1. Direct Trunk Transport Termination:
 - a) DS1 \$ 98.96 / termination / month
 - b) DS3 \$ 551.16 / termination/ month
2. Direct Trunk Transport Facility:
 - a) DS1 \$ 20.07 / mile / month
 - b) DS3 \$ 138.17 / mile / month
3. Non-recurring Installation Charge \$ 404.00 / order

B. Transit Traffic Rate: [MCI STILL REVIEWING LATE PROVIDED PRICING] \$ 0.005 / min.

C. General Charges:

1. Service Order (LSR) request \$ 15.00/23.00 /
2. Service Order Cancellation Charge \$ 0.00/35.00 / request
3. Expedited Due Date \$ 35.00 / request
4. Order Change Charge \$ 5.00/35.00 / request
5. Technical Labor
 - Install & Repair Technician:
 - Basic Time (normally scheduled hours) \$23.31 / ½ hr
 - Overtime (outside normally schld hrs on schld work day) \$34.97 / ½ hr
 - Premium Time (outside of scheduled work day) \$46.63 / ½ hr
 - Central Office Technician:
 - Basic Time (normally scheduled hours) \$23.21 / ½ hr
 - Overtime (outside normally schld hrs on schld work day) \$34.81 / ½ hr
 - Premium Time (outside of scheduled work day) \$46.41 / ½ hr
6. Rates and Charges for LNP Coordinated Hot Cut (CHC) \$ ICB

D. Reciprocal Compensation Rate

\$0.0007/min

Exhibit B

ARBITRATION--SC ITCs – MCI ISSUES/OPEN ITEMS MATRIX

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
1	G T & C	Third Where as and 1	Should the Agreement state that it is pursuant only to the 1996 Telecommunications Act §§ 251 (a) and (b) and 252.?	No. More than these sections covers the relationship between interconnecting carriers. MCI has proposed added language that ensures that the ITC rural exemption rights are not prejudiced.	ITCs believe that only the noted sections apply to this agreement.	WHEREAS, the Parties wish to interconnect their facilities and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to the Telecommunications Act of 1996 (“the Act”). <u>ILEC asserts that it is exempt from the provisions of section 251(c) of the Act, and CLEC has not requested anything from ILEC pursuant to section 251(c). By entering into this Agreement, ILEC does not waive its right to assert that it is exempt from section 251(c), and CLEC does not waive its right to assert that 1) ILEC is not exempt from section 251(c), or 2) that if ILEC is exempt, its exemption should be terminated.</u>	WHEREAS, the Parties wish to interconnect their facilities and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to Sections 251 (a) and (b), and 252 of the Telecommunications Act of 1996 (“the Act”). Purpose The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under Sections 251 (a) & (b), and 252 of the Act

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
						The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under the Act.	Act.
2	G T & C	3.3.1 26	How much time should the party receiving a default notice for non-payment have to cure problem and how should they be notified?	Because the problem often may be non-receipt of a paper bill, MCI needs an emailed or faxed copy of the bill to accompany an emailed notice (another letter may go to the wrong location again) and it needs 30 days to respond. Even with 30 days MCI would not be able to enter the paper bill in its audit systems, and barely have time to gain approvals and processing of emergency	ITCs believe 10 days written notice should be adequate time to respond to a written notice.	Notwithstanding the above, ILEC may terminate this Agreement if CLEC is more than 30 days past due on any undisputed payment obligation under this Agreement; provided that ILEC notifies CLEC of such default and CLEC does not cure the default within <u><i>thirty (30) days</i></u> of receipt of <u><i>an emailed notice to person designated in contract to receive billing default notices with a copy of the bill attached or specifying the</i></u>	Notwithstanding the above, ILEC may terminate this Agreement if CLEC is more than 30 days past due on any undisputed payment obligation under this Agreement; provided that ILEC notifies CLEC of such default and CLEC does not cure the default within ten (10) days of receipt of written notice thereof Also add to Notices Section: Billing Notices

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				payment..		<p><u><i>specifying the time a copy of the bill would be separately faxed.</i></u></p> <p>.</p> <p>Also add to Notices Section:</p> <p>Billing Notices for nonpayment should be <u><i>emailed along with copy of bill at issue (either emailed or faxed at same time as email)</i></u> to:</p> <p>Earl Hurter Sr. Manager - Line Cost Management 312-260-3599 Fax: 312-470-5611 email: earl.hurter@mci.com</p>	<p>for nonpayment should be <u><i>sent</i></u> to:</p> <p>Earl Hurter Sr. Manager - Line Cost Management 312-260-3599 Fax: 312-470-5611 email: earl.hurter@mci.com</p>
41	G T & C	9.5	Should companies be required to provide JIP (Jurisdiction Information Parameter) information?	No. This is not a mandatory field. No other ILEC has asked that MCI provide this information, let alone on 90% of calls. The National Information Industry Forum	SC ITCs believe this information is necessary to establish the jurisdiction of calls. .	The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate	The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				is still working on rules for carriers choosing to populate this field for VOIP traffic and wireless carriers. The revised instructions for landline carriers was only released in December. MCI does not oppose putting "OR" as a condition of providing this or CPN on calls. But there is only a legal mandate to provide CPN currently.		terminating duration of minutes used based on standard automatic message accounting records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company, including originating signaling information. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.	calculate terminating duration of minutes used based on standard automatic message accounting records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company, including the JIP and originating signaling information. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
							generation of the usage data.
4	G T & C	13.3.1	Should parties be required to keep providing service to one another during dispute resolution over payment for service?	Yes. MCI believes that ITCs should not be able to disrupt service to customers during the pendency of a dispute over billing as this language would allow. ITCs should be allowed to discontinue service only if MCI loses the dispute and payment is not being made. MCI does not believe that even paying into escrow account is appropriate when a payment dispute is active. ITCs can petition state commission to discontinue service and disrupt end users if MCI is viewed as abusing dispute process to not	ITCs would agree if MCI would pay into escrow account during dispute. But they still believe they should be able to cut off service during a billing dispute.	<u>Continuous Service</u> . The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.	<u>Continuous Service</u> . The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure (other than a dispute related to payment for service) , and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				<p>pay bills.</p> <p>MCI believes that requiring escrow payments of disputed amounts is a burden it should not have to bear if the ILEC is wrongfully or inaccurately billing it. The dispute process can take a great deal of time in reaching a resolution and MCI cannot agree to pay monies out that it does not believe it owes.</p>			
5	GT & C	22.2-22.4	Should the parties' liability to each other be limited, and should they indemnify each other for certain claims? (GT&C, sections 22.2-22.4)	No. Neither party should escape liability for wrongs it commits in the eyes of the law..	Yes. Such limitation of liability should be for their customer's actions, for their own intentional torts, and for their own gross negligence and willful misconduct.		All of sections 22.2-22.4
6	GT &	Gloss. 2.19	Should End User Customer be	No. End User Customers may be directly or	MCI must be providing service	A retail business or residential end-user subscriber to	A retail business or residential end-

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
	C		defined as only the End User directly served by the Parties to the contract?	indirectly served. The Act expressly permits either direct or indirect service. (See Issue 10(a)).	directly to End Users physically located in the LATA. No law says ITCs cannot limit interconnection agreements to non-wholesale arrangements. (See Issue 10(b))	Telephone Exchange Service provided directly <i>or indirectly</i> by either of the Parties.	user subscriber to Telephone Exchange Service provided directly by either of the Parties.
7	G T & C	Gloss 2.28	Does the contract need a definition of Internet Protocol Connection?	No. MCI is proposing to eliminate the VoIP discussions in the interconnection attachment that references this definition developed by SC ITCs and not from any FCC order or industry standards document.	Yes. This definition is needed as ITCs want to retain VoIP language and this describes where they believe the ISP traffic is originated and terminated.	(Delete definition of Internet Protocol Connection)	INTERNET PROTOCOL CONNECTION (IPC). The IPC is the connection between the ISP and the customer where end user information is originated or terminated utilizing internet protocol.
8	G T & C	Gloss 2.27	Is ISP traffic in the SC or FCC's jurisdiction in terms of determining	See Issue 1 (b) (Interconnection). ISP traffic is in the FCC's jurisdiction and subject to	See Issue 1 (b) (Interconnection) The SC	INTRALATA TRAFFIC Telecommunications traffic that originates and terminates in the	INTRALATA TRAFFIC Telecommunications traffic that originates and terminates in

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
		2.30	compensation when FX service is subscribed to by the ISP?	reciprocal compensation treatment pursuant to its ISP remand order as amended by the CoreCom decision. The Texas PUC recently clarified that its order applying access charges to CLEC FX traffic only applied to non-ISP traffic and that the FCC's ISP remand order applies to ISP traffic. Even if a state says access charges apply to customers based on physical location that does not give the state jurisdiction over ISP traffic? While MCI believes that it is discriminatory to allow ILECs to rate their FX traffic as local but CLECs are not allowed to do the same, it	PSC's orders cover ISP-bound traffic in saying access charges apply to virtual NXX traffic. ISP traffic should be based on the physical location of the customer otherwise access charges apply.	same LATA, including but not limited to IntraLATA toll, ISP bound and Local/EAS. <u>ISP bound traffic will be rated based on the originating and terminating NPA-NXX.</u> ISP-BOUND TRAFFIC ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) <u>that may be physically located in the Local/EAS area of the originating End User Customer or has purchased FX service from the CLEC. The FCC has jurisdiction over ISP traffic and sets the rules for compensation for such traffic</u>	the same LATA, including but not limited to IntraLATA toll, ISP bound and Local/EAS. ISP-BOUND TRAFFIC ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the Local/EAS area of the originating End User Customer. Traffic originated from, directed to or through
		2.36					

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				will not fight this issue for other than ISP traffic in light of SC's earlier rulings. However, it reserves the right to have its FX services (so-called vivNXX services) rated as local if the FCC preempts the subset of states that have inconsistent rulings on the rating of CLEC FX services..		<p>LOCAL/EAS TRAFFIC</p> <p>Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in ILEC's tariff.</p> <p><u>ISP-bound traffic may be carried on local interconnection trunks but will be rated based on the originating and terminating NPA-NXX)</u></p>	<p>an ISP physically located outside the originating End User Customer's Local/EAS area will be considered switched toll traffic and subject to access charges.</p> <p>LOCAL/EAS TRAFFIC</p> <p>Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in</p>

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
							ILEC's tariff.
9	G T & C	2.46	Should the contract define VoIP and provide for special treatment of VoIP traffic?	MCI is providing telecommunications services under this contract and plans to treat all but ISP traffic carried on its network the same way in terms of rating traffic based on the physical location of the end user. There is no need for the contract to describe how VoIP traffic will be or has been rated by the FCC.	SC ITCs want to specify in detail how VoIP traffic should be treated in this contract.	(Include no VoIP definition)	<p>VOIP OR IP-ENABLED TRAFFIC.</p> <p>VoIP means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes: Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and Voice traffic originated on the PSTN, and</p>

IS S U E #	S E C T	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
							which terminates on IPC; and Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

**ARBITRATION--SC ITCs – MCI
ISSUES/OPEN ITEMS MATRIX
INTERCONNECTION**

IS S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
1	Interconnect	1.1	Should MCI have to provide service (a) only directly to end users and (b) only to End Users physically located in the same LATA to be covered by	(a) No. End User Customers may also be indirectly served by the Parties through resale arrangements. The Act requires both Parties to the	MCI must be providing service directly to End Users physically located in the LATA. No law says ITCs cannot limit	This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for	This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
			this agreement?	<p>contract to allow resale. The same “directly or indirectly” language is used in section 2.22 of ITCs’ model contract for defining interexchange customers. The ILECs thus do not attempt to limit the resale ability of IXC’s, and there is no reason why they should try to do so regarding local exchange.</p> <p>(b) No. ISP traffic is under the FCC’s jurisdiction, and it never said its ISP reciprocal compensation orders do not apply to FX traffic. FX/ISP provider customers do not have to be physically located in the LATA to be treated the same as voice traffic. The FCC has</p>	<p>interconnection agreements to non-wholesale arrangements.</p> <p>Also, the SC PSC’s rulings on “virtual NXX traffic” apply to ISP traffic too. The FCC’s ISP Remand Order never discussed ISP FX arrangement specifically so ITCs do not believe compensation regime applies.</p>	<p>the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party. This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to the Act.</p>	<p>the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, where each Party directly provides Telephone Exchange Service to its End User Customers physically located in the LATA. This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone</p>

ISSUE #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				established A compensation regime for ISP traffic that does not require payment of access charges.			Exchange Service traffic between the respective End User Customers of the Parties pursuant to Sections 251 (a) and (b) of the Act.
2	Interconnect	1.2	Should references to VoIP traffic be included in the contract?	No. MCI is a telecommunications service provider. It is not proposing to treat VoIP traffic any differently than any other non-ISP dial-up traffic, which is rating the service by physical location of the originating and terminating points. Carving out VoIP and calling some information and some telecommunications services is confusing and unnecessary.	ITCs do not think they should provide . interconnection to carriers that predominantly carry VoIP and want to make clear by trying to define what VoIP services are information services versus telecommunications services in the contract. They also want to emphasize the rating by physical location for covered VoIP traffic.	ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely provide Information Services. CLEC agrees that it is requesting and will use this arrangement for purposes of providing mainly Telecommunications Services and that any provision of Information Service by CLEC will be incidental to CLEC's provision of Telecommunications Services.	ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely provide Information Services. CLEC agrees that it is requesting and will use this arrangement for purposes of providing mainly Telecommunications Services and that any provision of Information Service by CLEC (including VoIP Services) will be incidental to CLEC's

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
							provision of Telecommunications Services. The classification of certain forms of VoIP (as defined in this Agreement) as either Telecommunications Service or Information Service has yet to be determined by the FCC. Accordingly, ILEC has no obligation to establish an interconnection service arrangement for CLEC that primarily is for the provision of VoIP.
3	Interconnect	1.6	Should there be language treating VoIP differently than other non-ISP-bound traffic?	No. VoIP does not need to be singled out.	Yes. ITCs want to emphasize how physical location will be used to rate VoIP traffic.	Delete this paragraph.	Jurisdiction of VoIP Traffic, as defined in this Agreement, is determined by the physical location of the End User

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
							<p>Customer originating VoIP Traffic, which is the geographical location of the actual Internet Protocol Connection (IPC), not the location where the call enters the Public Switched Telephone Network (PSTN). In addition, the FCC has ruled that phone-to-phone calls that only utilize IP as transport are Telecommunication Services. Jurisdiction of such calls shall be based on the physical location of the calling and called End User Customer. Signaling information associated with IP-Enabled Voice Traffic must comply</p>

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
							with Sections 3.5 and 3.6 of this Interconnection Attachment
4	Interconnect	2.4	Should all intraLATA traffic be exchanged on a bill and keep basis or should reciprocal compensation apply when out of balance?	MCI believes reciprocal compensation rates should apply for ISP and non-ISP Local /EAS traffic if out of balance (60/40). MCI believes the recent CoreCom ruling allows it to seek reciprocal compensation for ISP traffic in new markets. MCI would have been willing to do bill and keep if the ITCs had not pressed it to arbitration on other issues, but since they are proposing this additional cost MCI is not going to give up the ISP dial-up traffic that may be out of balance although this is a waning	ITCs believe all traffic should be bill and keep.	The Parties agree to only route IntraLATA Traffic over the dedicated facilities between their networks. InterLATA Traffic shall be routed in accordance with Telcordia Traffic Routing Administration instruction and is not a provision of this Agreement. Both Parties agree that compensation for intraLATA Traffic shall be in the form of the mutual exchange of services provided by the other Party with no additional billing <u>if the traffic exchange is in balance.</u> <u>Traffic is considered out-of-balance when one Party terminates more than 60 percent</u>	The Parties agree to only route IntraLATA Traffic over the dedicated facilities between their networks. InterLATA Traffic shall be routed in accordance with Telcordia Traffic Routing Administration instruction and is not a provision of this Agreement. Both Parties agree that compensation for IntraLATA Traffic shall be in the form of the mutual exchange of services provided by the other Party with no additional billing related to exchange of

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				business due to increased broadband alternatives.		<i><u>of total Local/EAS traffic exchanged between the Parties. The Parties also agree that the compensation for ISP-bound traffic when out of balance is governed by the FCC's orders on compensation for ISP-bound traffic, specifically (1) the so-call ISP Remand Order [Intercarrier Compensation for ISP-based Traffic, Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)] and (2) the modifications to that order made in the FCC's decision on Core Communications' forbearance request (Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C.</u></i>	such traffic issued by either Party except as otherwise provided in this Agreement.

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
						<p><u>Paragraph 161 (c) from Application of the ISP Remand Order, WC Docket No. 03-171, released October 18, 2004).</u></p> <p><u>Traffic studies may be requested by either party to determine whether traffic is out of balance. Such traffic studies will not be performed more than four times annually. Should a traffic study indicate that Local/EAS/ISP-bound traffic exchanged is out-of-balance, either Party may notify the other Party that mutual compensation between the Parties will commence in the following month. The Parties agree that charges for termination of Local/EAS and ISP-bound Traffic on each</u></p>	

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
						<u><i>Party's respective networks are as set forth in the Pricing Attachment.</i></u>	
5	Interconnect	2.7 .7	Should Parties be required to provide (a) CPN and JIP and (b) and pay access charges on all unidentified traffic?	MCI (a) is willing to provide CPN <u>or</u> JIP (but not both as the latter is an optional SS7 parameter. (No other ILEC has proposed that MCI must provide JIP) and (b) believes that all unidentified traffic should be priced at same ratio as identified traffic. A price penalty should not be applied for something MCI does not control. MCI is open to audits and studies by either Party if one or the other thinks the 10% or more of traffic missing CPN information is an effort to	SC ITCs believe they need JIP and CPN data 90% of the time to determine jurisdiction and want to apply a penalty of paying access charges to encourage its provision when levels of unidentified traffic are above 5%.	If either Party fails to provide accurate CPN (valid originating information) <u>or</u> Jurisdiction Information Parameter ("JIP") on at least ninety percent (90%) of its total originating INTRALATA Traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. <u><i>All unidentified traffic will be treated as having the same jurisdictional ratio as the ninety (90%) of identified traffic</i></u> . The Parties will coordinate and exchange data as necessary	If either Party fails to provide accurate CPN (valid originating information) and Jurisdiction 1 Information Parameter ("JIP") on at least ninety percent (90%) of its total originating INTRALATA Traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. The remaining ten percent (10%) of unidentified traffic will be treated as having the same jurisdictional ratio as the

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				avoid access charges.		to determine the cause of the CPN or JIP failure and to assist its correction.	ninety (90%) of identified traffic. If the unidentified traffic exceeds ten percent (10%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to ILEC's applicable access charges. The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of traffic without CPN or JIP traffic does not exceed ten percent (10%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
							failure and to assist its correction.
6	Intercon nection	3.1	Does the contract need this limit of “directly provided” when other provisions discuss transit traffic, and issue of providing service directly to end users also is debated elsewhere?	No. This language is unnecessary and confusing in light of other provisions of the contract.	Yes. ITCs want to make clear that this contract is only for traffic directly exchanged between the parties’ directly served End Users.	Dedicated facilities between the Parties’ networks shall be provisioned as two-way interconnection trunks. The direct interconnection trunks shall meet the Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275	Dedicated facilities between the Parties’ networks shall be provisioned as two-way interconnection trunks, and shall only carry IntraLATA traffic originated or terminated directly between each Parties End User Customers. The direct interconnection trunks shall meet the Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275
7	Intercon nection	3.6	Should Parties have to provide the specified signaling parameters on all calls?	No. Percentages for CPN have been set above and JIP is not mandatory. MCI will agree not to alter	Yes. This information should be provided on all calls even though percentages	Signaling Parameters: ILEC and CLEC are required to provide each other with the proper signaling	Signaling Parameters: ILEC and CLEC are required to provide each other with the

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				parameters received from others, but it cannot commit to more 90% CPN.being provided.	set elsewhere are less than 100%.	information (e.g. originating accurate Calling Party Number and destination called party number, etc.) pursuant 47 C.F.R. § 64.1601, to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be <u>passed along as received,</u> including CPN, JIP, Originating Line, Calling party category, Charge Number, etc. All privacy indicators will be honored	proper signaling information (e.g. originating accurate Calling Party Number, JIP , and destination called party number, etc.) pursuant 47 C.F.R. § 64.1601, to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, Calling party category, Charge Number, etc. All privacy indicators will be honored.

**ARBITRATION--SC ITCs – MCI
ISSUES/OPEN ITEMS MATRIX
Numbering**

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
1	LNP	1.1	Should the Parties be providing service directly to End Users to port numbers?	See Issue 1 (a) Interconnection. No. This is not required for any industry definition of LNP. MCI is certified to do LNP for the End Users that indirectly or directly are on its network. Concerns that some resellers may not be telecommunications carriers or must provide the same type telecommunications services provided prior to the port is an illegal limit on what entities MCI can provide wholesale telecommunications services. The FCC has even allowed IP-Enabled (VoIP) service	ITCs believe that LNP can only be done for telecommunications providers directly serving end users. ITCs added to first version prohibiting LNP for customers of MCI's wholesale telecommunications services a provision allowing resale buy only by telecommunications providers and only when same type of telecommunications	The Parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service provider portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. The dial tone must be derived from a switching facility that	The Parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service provider portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. Under this arrangement, the new Telecommunic

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				<p>providers to obtain numbers directly without state certification See the FCC's CC Docket 99-200 order (Adopted: January 28, 2005 Released: February 1, 2005) granting SBC Internet Services, Inc. (SBCIS) a waiver of section 52.15(g)(2)(i) of the Commission's rules. And MCI knows no law requiring that the same type of Telecommunications Service provided prior to the port has to be provided. That is antithetical to the goals of competition.</p>	<p>services as provided before the port is involved.</p>	<p>denotes the switch is ready to receive dialed digits.</p>	<p>ations Service provider must directly provide Telephone Exchange Service or resell an end user local exchange service through a third party Telecommunications Service provider to the End User Customer porting the telephone number. The dial tone must be derived from a switching facility that denotes the switch is ready to receive dialed digits. In order for a port request to be valid, the End User Customer must retain their original number and be served directly by the same type of Telecommunic</p>

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
							ations Service subscribed to prior to the port.

ARBITRATION--SC ITCs – MCI
ISSUES/OPEN ITEMS MATRIX
Pre-Ordering, Ordering, Provisioning, Maintenance

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
1	Pre- Order, Order- ing	1.3	What should the interval be for providing CSRs?	The interval should be no more than 48 hours when the CSR is for a customer with less than 24 lines. This is the interval most states have set for CLEC-to- CLEC migrations where manual processing is involved. Some states (Texas and NY require 24 hour turn around on manual provision of CSRs) Large incumbents	ITCs believe compiling some CSRs can take up to five days.	Based on reasonable volume of requests, the standard interval for address verification is one to two business days and <u>less than 48 hours (unless a state sets a shorter interval) for CSRs for customer with 24 or less lines.</u>	Based on reasonable volume of requests, the standard interval for address verification is one to two business days and one to five business days for a full customer service record

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				provide CSRs through computer queries in seconds,			

**ARBITRATION--SC ITCs – MCI
ISSUES/OPEN ITEMS MATRIX
Pricing**

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
1	Pricing	A 1, 2, & 3	Are the proposed transport and transit rates reasonable?	MCI reserves the right to challenge these rates. The pricing attachments for two companies were received a week before the arbitration window closed for two companies and two days before for two others.			
2		C 1, 2, & 4	Are the ordering charges just and reasonable?	No. They are very high where manual ordering is the only choice. There would be no incentive for the ITCs to move to electronic ordering systems with rates this	ITCs believe their rates are reasonable citing a BellSouth \$22 rate for manual orders.	All ITCs: Service Order (LSR)\$ <u>15.00</u> / request Service	PBT Service Order (LSR)\$ 23.00 / request Service

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				<p>high. Some Bell companies set manual rates high to encourage CLECs to use electronic ordering systems but with these ITCs MCI has no cheaper alternative. Further, there is no reason to charge a higher price for cancellations and change orders. There should be no charge for cancellations because there is no additional work being done. There should be a lower charge not higher one for changes to the original order. Usually it's only one feature or a later due date being sought at the customer's request. MCI also did not see these rates until a week (Home and Farmers) and two days (Hargray and PBT) before the arbitration</p>		<p>Order Cancellation Charge</p> <p><u>No charge.</u> Order Change Charge</p> <p><u>\$5.00</u></p>	<p>Order Cancellation Charge</p> <p>\$ 35.00 / request</p> <p>Order Change Charge</p> <p>\$35.00 / request</p> <p>Hargray Service Order (LSR) \$ 22.00 / request</p> <p>Service Order Cancellation Charge \$35.00 / request</p> <p>Order Change Charge</p> <p>\$35.00 / request</p> <p>Farmers Service</p>

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
				<p>window closed despite repeated requests. So MCI has not had time to negotiate changes with the ITCs. It has received no cost studies to support any of these rates.</p>			<p>Order (LSR) \$ 28.00 / request</p> <p>Service Order Cancellation Charge \$ 32.00 / request</p> <p>Order Change Charge \$ 32.00 / request</p> <p>Home Service Order (LSR) \$ 22.00 / request</p> <p>Service Order Cancellation Charge \$ 35.00 / request</p> <p>Order Change Charge</p> <p>\$35.00 / request</p>

I S S U E #	SECT	§	UNRESOLVED ISSUE	MCI POSITION	SC ITC POSITION	MCI VERSION	SC ITC VERSION
3		D	What should the reciprocal compensation rate be for out-of-balance Local/EAS or ISP-bound traffic?	This is the rate set in the FCC's order on CLEC reciprocal compensation rates.		\$0.0007	(No rate, traffic exchanged on bill and keep basis)

Exhibit C

GENERAL TERMS AND CONDITIONS

BETWEEN

[ILEC Telephone Company]

AND

MCI Access Transmission Services LLC

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GLOSSARY

ATTACHMENTS:

- Interconnection Attachment
- Local Number Portability Attachment
- Ancillary Services Attachment
- Pre-Ordering, Ordering, Provisioning, Maintenance and Repair Attachment
- Pricing Attachment

AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the ____ day of _____, 2005 (the "Effective Date"), by and between MCImetro Access Transmission Services LLC/Intermedia Communications, Inc. (MCI) ("CLEC") with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147 and [ILEC] ("ILEC") with offices _____. This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, ILEC is a local exchange telecommunications company authorized to provide telecommunications services in the state of South Carolina; and

WHEREAS, CLEC is or seeks to become a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of South Carolina; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to **Sections 251 (a) and (b), and 252** of the Telecommunications Act of 1996 ("the Act"). **ILEC asserts that it is exempt from the provisions of section 251(c) of the Act, and CLEC has not requested anything from ILEC pursuant to section 251(c). By entering into this Agreement, ILEC does not waive its right to assert that it is exempt from section 251(c), and CLEC does not waive its right to assert that 1) ILEC is not exempt from section 251(c), or 2) that if ILEC is exempt, its exemption should be terminated.**

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree as follows:

1. PURPOSE

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under **Sections 251 (a) & (b), and 252** of the Act.

THE ACT.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall be two years ("Initial Term"), beginning on the above Effective Date and shall apply to the State of South Carolina. If, as of the expiration of this Agreement, a subsequent agreement has not been executed by the Parties, this Agreement shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) days prior to the end of the Initial Term or any renewal term, either Party notifies the other Party of its intent to renegotiate a new agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a subsequent agreement becomes effective. If the Parties cease the

exchange of traffic, then either Party may provide thirty (30) days written notice and the Parties may mutually agree to terminate this Agreement.

3. Termination of the Agreement

3.1 Termination Upon Default

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof.

Default is defined to include:

- 3.1.1 A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- 3.1.2 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Attachment.
- 3.1.3 Notwithstanding the above, ILEC may terminate this Agreement if CLEC is more than 30 days past due on any undisputed payment obligation under this Agreement; provided that ILEC notifies CLEC of such default and CLEC does not cure the default within **ten (10) days of receipt of written notice thereof. thirty (30) days of receipt an emailed notice to person designated in contract to receive billing default notices with a copy of the bill attached or specifying the time a copy of the bill would be separately faxed.**

3.2 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. CONTACT EXCHANGE

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. AMENDMENTS

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

6. ASSIGNMENT

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

7. AUTHORITY

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing.

8. RESPONSIBILITY FOR PAYMENT

The Parties will render to each other monthly bill(s) for interconnection and facilities provided hereunder at the rates set forth in the Pricing Attachment of this Agreement. Each Party shall pay bills in accordance with terms of this Agreement. In the event that a Party defaults on its payment obligation to the other Party, the other Party's service to the defaulting Party will be terminated in accordance with state and federal law and the provisions of this agreement and any security deposits held will be applied to the outstanding balance owed by the defaulting to the billing Party.

9. BILLING AND PAYMENT

9.1 In consideration of the services and facilities provided under this Agreement, the Parties shall bill the other Party on a monthly basis all applicable charges set forth in the Pricing Attachment to this Agreement. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill receipt date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the prior business day. Neither Party shall back-bill the other Party for services provided under this Agreement that are more than twelve (12) months old or that predate this Agreement. **If a Party fails to bill for a service within 12 months of when it was rendered, then that Party waives its rights to bill for that service.**

9.2 Billing Disputes Related to Unpaid Amounts:

9.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the non-prevailing party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Carolina's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days' written notice and opportunity to cure the default

9.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Carolina's applicable law.

9.2.3 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.3 Disputes of Paid Amounts

If any portion of an amount paid to a Party under this Agreement is subject to a bona fide dispute between the Parties ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one year after

the receipt of a bill containing the disputed amount that has been paid by the Billed Party ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligation to pay such amount, and to seek refund of such amount

9.4 Audits:

Either Party may conduct an audit of the other Party's records pertaining to the bills rendered under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data, and invoicing in accordance with this Agreement provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued. Any audit shall be performed as follows: (i) following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

9.5 Recording:

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard automatic message accounting records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company, **including the JIP**, and originating signaling information. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.

10. COMPLIANCE WITH LAWS AND REGULATIONS

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11. CONFIDENTIAL INFORMATION

- 11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar

notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with §11.2 of this Agreement.

- 11.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12. FRAUD

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users or on the other Party's end-user customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

13. DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 13.1 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 13.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator
- 13.3.1 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure (**other than a dispute related to payment for service**), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement

14. Entire Agreement

14.1 This Agreement and applicable attachments, constitute the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

14.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda.

15. EXPENSES

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

16. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

17. GOOD FAITH PERFORMANCE

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

19. HEADINGS

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

20. INDEPENDENT CONTRACTOR RELATIONSHIP

Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC, or any relationship other than that of co-carriers. Neither this

Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between CLEC and ILEC End Users Customers or others.

21. LAW ENFORCEMENT INTERFACE

- 21.1 With respect to requests for call content interception or call information interception directed a Party's End User Customer, the other Party will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an end-user of the other Party, the Party initially contacted shall direct the agency to the other Party.
- 21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. LIABILITY AND INDEMNITY

22.1 DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

22.2 Indemnification

22.2.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;**
- (2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and**
- (3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the**

Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages as defined in Section 22.3.3 of this Agreement.

22.2.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

22.3 Limitation of Liability

22.3.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

22.3.2 Except as otherwise provided in Section 22, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.3.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive

damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages, except to the extent that such damages are caused by the Party's gross negligence or willful misconduct

22.4 Intellectual Property

Except as required by applicable law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

23. JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

25. NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

26. NOTICES

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, certified mail, return receipt to the following addresses of the Parties:

To: **CLEC**To: **ILEC**

Director – National Carrier Contracts & Initiatives 22001 Loudoun County Parkway, G2-3-614 Ashburn, VA 20147	
With a copy to: VP& Chief Counsel – Technology & Network Law 1133 19th St. NW, Rm. 1015 Washington, DC 20036 Billing Notices for nonpayment and default for nonpayment should be sent <u>emailed along with copy of bill at issue (either emailed or faxed at same time as email)</u> to: <i>Earl Hurter</i> <i>Sr. Manager - Line Cost Management</i> <i>312-260-3599</i> <i>Fax: 312-470-5611</i> <i>email: earl.hurter@mci.com</i>	With a copy to:

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

27. IMPAIRMENT OF SERVICE

The characteristics and methods of operation of any circuits, facilities or equipment of a Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the other Party's facilities or create hazards to the employees of the other party or to the public (each hereinafter referred to as an "Impairment of Service").

28. CHANGE IN LAW

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Telecommunications Act of 1996 and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Telecommunications Act of 1996, any effective legislative action or any effective, final

regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Telecommunications Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, to the extent permitted or required, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

29. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under §252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s).

30. TAXES AND FEES

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party expressly is permitted by law to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide in a timely manner such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

31. TRADEMARKS AND TRADE NAMES

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, copyrighted material, service mark, or trademark of the other Party.

32. NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

33. REFERENCED DOCUMENTS

Except where such handbooks/documents/web information (a) conflicts with contract language; (b) adds charges not covered in this Agreement's Pricing Attachment; (c) establishes unreasonable restrictions or demands or (d) conflicts with applicable law, each Party will use the other's operational handbooks or web-based procedures for interacting with one another (e.g. placing orders, handling maintenance issues, obtaining customer information). If provisions in or changes to the operational handbooks or web-based procedures of one Party cause significant modifications to the other Party's ("Disputing Party") processes and are outside normal industry practice, the Disputing Party may raise the concern with the Party whose procedures have changed. The Parties agree to discuss options for minimizing the impact of the change on the Disputing Party and implementing such options if appropriate. Adherence by a Party to a provision of the other Party's handbooks or procedures shall not constitute a waiver of the right to object to such provision, or to pursue the dispute resolution process regarding such provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

ILEC	MCI metro Access Transmission Services LLC
By: _____	By: _____
Name: _____	Name: <u>Michael Beach</u>
Title: _____	Title: <u>VP-Carrier Management</u>
Date: _____	Date: _____

GLOSSARY

1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number. A set of digits and related indicators (type of number, numbering, plan identification, screening indicator, presentation indicator) that provide numbering information related to the calling party. [T1.625-1993]

2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office

codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

2.9 CHARGED NUMBER.

The Charged Number is the billing number of the end user that is billed for the call.

2.10 COMMISSION.

Means the South Carolina Public Service Communication.

2.11 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.12 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

Any corporation or other person legally able to provide Local Exchange Service in competition with an ILEC.

2.13 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.14 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.15 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.16 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which the End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.17 END USER CUSTOMER.

A retail business or residential end-user subscriber to Telephone Exchange Service provided directly *or indirectly* by either of the Parties.

2.18 END USER CUSTOMER LOCATION.

The physical location of the premise where an End User Customer makes use of Telephone Exchange Service.

2.19 EXCHANGE AREA.

Means the geographic area that has been identified by ILEC for its provision of Telephone Exchange Service.

2.20 FCC.

The Federal Communications Commission.

2.21 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Shall have the meaning stated in the Act. For purposes of this Agreement, **Insert[t ILEC Name]** is an ILEC.

2.22 INFORMATION SERVICE.

The term shall be as defined in the Act. 47 U.S.C. §153(20)

2.23 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.24 INTERLATA TRAFFIC.

Telecommunications traffic that originates in one LATA and terminates in another LATA.

2.25 INTRALATA TRAFFIC

Telecommunications traffic that originates and terminates in the same LATA, including but not limited to IntraLATA toll, ISP Bound and Local/EAS. **ISP bound traffic will be rated based on the originating and terminating NPA-NXX**

2.26 INTERNET PROTOCOL CONNECTION (IPC).

The IPC is the connection between the ISP and the customer where end user information is originated or terminated utilizing internet protocol.

2.27 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.28 ISP-BOUND TRAFFIC

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) **that may be physically located in the Local/EAS area of the originating End User Customer or has purchased FX service from the CLEC. The FCC has jurisdiction over ISP traffic and sets the rules for compensation for such traffic.** who is physically located in an exchange within the Local/EAS area of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's Local/EAS area will be considered switched toll traffic and subject to access charges.

2.29 JURSDICTION INDICATOR PARAMETER (JIP)

JIP is an existing six (6) digit (npa-nxx) field in the ss7 message. this field designates the first point of switching.

2.30 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.31 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.32 LOCAL EXCHANGE CARRIER (LEC).

The term “local exchange carrier” means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of commercial mobile service under section 332(c), except to the extent that the Commission finds that such service should be included in the definition of such term. 47 U.S.C. § 3(26)

2.33 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.34 LOCAL/EAS TRAFFIC.

Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer’s exchange as defined and specified in ILEC’s tariff. **ISP-bound traffic may be carried on local interconnection trunks but will be rated based on the originating and terminating NPA-NXX)**

2.35 NEW SERVICE PROVIDER (NSP).

When an End User Customer is changing its local exchange service from one provider to another, the NSP is the winning provider who is adding the End User Customer to its service.

2.36 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

2.37 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.38 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.39 OLD SERVICE PROVIDER (OSP).

When an End User Customer is changing its local exchange service from one provider to another, the OSP is the losing carrier who is disconnecting service to the End User Customer.

2.40 POINT OF INTERCONNECTION (POI).

The physical location(s) within ILEC's network, at which the Parties' networks meet for the purpose of exchanging Local/EAS Traffic.

2.41 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been designated by the ILEC as being associated with a particular NPA-NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.42 RATE CENTER

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.43 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.44 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.45 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.

2.46 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC

Telephone Exchange Service traffic that originates on one Party's network, and is transported through a the other Party's Tandem to the Central Office of a CLEC, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, ILEC or other LEC, where the homing arrangement for the dialed NPA-NXX-X is designated as the tandem switch per the Local Exchange Routing Guide Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2.47 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time.

2.48 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.49 TELECOMMUNICATIONS CARRIER.

The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing telecommunications services.

2.50 TELECOMMUNICATIONS SERVICE.

The term "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.51 TELEPHONE EXCHANGE SERVICE.

The term "telephone exchange service" means shall have the meaning set forth in 47 U.S.C. Section 3 (47) of the Act.

2.52 VOIP OR IP-ENABLED TRAFFIC.

VoIP means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. For purposes of this Agreement, VoIP or IP-Enabled Voice Traffic is limited to::

- (i) Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and**
- (ii) Voice traffic originated on the PSTN, and which terminates on IPC.**

Exhibit D

Betty Dehart

From: "Darra W. Cothran" <dwcothran@wchlaw.com>
To: "Ken Woods" <ken.woods@mci.com>
Cc: "betty" <bdehart@wchlaw.com>
Sent: Tuesday, March 15, 2005 3:29 PM
Subject: RE: Agreement on Arbitration Window and Redline

I will be out of town Wednesday and most of Thursday this week. (I should be back in Columbia by 4 or 5 Thursday.) If the Petition will be in final form, Warren can sign it for me and Betty can get it filed. Otherwise, it may be Friday before I can review it unless you can email it to me today or early tomorrow.
darra

-----Original Message-----

From: Ken Woods [mailto:ken.woods@mci.com]
Sent: Tuesday, March 15, 2005 3:09 PM
To: Darra W Cothran (Darra W Cothran)
Subject: FW: Agreement on Arbitration Window and Redline
Importance: High

This will be part of exhibit D of the arbitration petition, which I am preparing and which you will need to file on Thursday. Ken

-----Original Message-----

From: kkinard [mailto:karen.kinard@mci.com]
Sent: Monday, March 14, 2005 9:14 AM
To: John Monroe; Ken Woods
Subject: FW: Agreement on Arbitration Window and Redline
Importance: High

Another official sign off on joint arbitration.

-----Original Message-----

From: Denny Thompson [mailto:Denny.Thompson@HOMETELCO.COM]
Sent: Monday, March 14, 2005 8:08 AM
To: karen.kinard@mci.com
Cc: Keith Oliver; 'Azita Sparano'
Subject: FW: Agreement on Arbitration Window and Redline
Importance: High

March 14, 2005

Dear Karen,

Ms. Azita Sparano of JSI, our consultant, asks that Home email you concerning arbitration. Please let this email serve as notice that Home does agree to a joint arbitration with the other LECS that JSI is representing in the interconnection. If you have any questions concerning this email, please let me know.

Please reply to this email as confirmation of receipt.

Best Regards,

Denny Thompson
Regulatory and Personnel Director
Home Telephone Company, Inc.

Denny Thompson
Home Telephone Company, Inc.
579 Stoney Landing Road
Moncks Corner, South Carolina 29461
843-761-9173 (W)
843-761-6869 (F)

From: Denny Thompson [mailto:Denny.Thompson@hometelco.com]
Sent: Wednesday, December 22, 2004 4:31 PM
To: 'karen.kinard@mci.com'
Cc: 'Azita Sparano'; 'H Keith Oliver'
Subject: FW: Agreement on Arbitration Window and Redline

Dear Karen,

Please let this email serve as notification that Mrs. Azita Sparano, JSI, is fully authorized to represent Home Telephone Company, Inc – SC on all matters relating to the proposed interconnection between our two companies.

Please reply to this email as a confirmation of receipt. Should have any questions, please let me know.

Best Regards,

Denny Thompson
Regulatory and Personnel Director
Home Telephone Company, Inc.

Denny Thompson
Home Telephone Company, Inc.
579 Stoney Landing Road
Moncks Corner, South Carolina 29461
843-761-9173 (W)
843-761-6869 (F)

Betty Dehart

From: "Darra W. Cothran" <dwcothran@wchlawn.com>
To: "betty" <bdehart@wchlawn.com>
Sent: Thursday, March 17, 2005 10:45 AM
Subject: FW: Farmers

-----Original Message-----

From: Ken Woods [mailto:ken.woods@mci.com]
Sent: Wednesday, March 16, 2005 6:21 PM
To: Darra W Cothran (Darra W Cothran); Betty Dehart
Subject: FW: Farmers

This will be part of exhibit D. Thanks, Ken

-----Original Message-----

From: kkinard [mailto:karen.kinard@mci.com]
Sent: Wednesday, March 16, 2005 6:15 PM
To: Ken Woods
Subject: Farmers

-----Original Message-----

From: Ronnie_Nesmith@mail.ftc.org [mailto:Ronnie_Nesmith@mail.ftc.org]
Sent: Friday, March 11, 2005 10:28 AM
To: karen.kinard@mci.com
Cc: asparano@jsitel.com
Subject: Arbitration

FTC agrees to a joint arbitration effort in the MCI Metro request for interconnection.

Thanks,

(Embedded image moved to file: pic03366.jpg)

Ronald K. Nesmith
Controller
Farmers Telephone Cooperative, Inc.
843-382-1269 (tel)
843-382-4444 (fax)
Ronnie_Nesmith@ftc.org
(Embedded image moved to file: pic29873.jpg)

Betty Dehart

From: "Darra W. Cothran" <dwcothran@wchl.wa.com>
To: "betty" <bdehart@wchl.wa.com>
Sent: Thursday, March 17, 2005 10:45 AM
Subject: FW: Consolidated Arbitration. PBT

-----Original Message-----

From: Ken Woods [mailto:ken.woods@mci.com]
Sent: Wednesday, March 16, 2005 6:19 PM
To: Betty Dehart
Cc: Darra W Cothran (Darra W Cothran)
Subject: FW: Consolidated Arbitration. PBT

This will also be included in exhibit D. Thanks, Ken

-----Original Message-----

From: kkinard [mailto:karen.kinard@mci.com]
Sent: Wednesday, March 16, 2005 6:11 PM
To: Ken Woods
Subject: FW: Consolidated Arbitration. PBT

-----Original Message-----

From: Azita Sparano [mailto:asparano@jsitel.com]
Sent: Tuesday, March 15, 2005 4:12 PM
To: karen Kinard
Subject: FW: Consolidated Arbitration.

From: Ben Spearman [mailto:BSpearman@PBTTEL.NET]
Sent: Tuesday, March 15, 2005 2:29 PM
To: Azita Sparano; karen.kinard@mci.com
Subject: RE: Consolidated Arbitration.

We will participate.

From: Azita Sparano [mailto:asparano@jsitel.com]
Sent: Tuesday, March 15, 2005 2:27 PM
To: Ben Spearman
Subject: FW: Consolidated Arbitration.

From: kkinard [mailto:karen.kinard@mci.com]
Sent: Tuesday, March 15, 2005 1:15 PM
To: Azita Sparano
Cc: Lans Chase

3/17/2005

Subject: Consolidated Arbitration.

I have only gotten emails from Home and Farmers on a consolidated (joint arbitration petition) agreement. Could you at least send email agreeing to joint for the group.

Thanks